

1                   **FIRST AMENDMENT TO INTERLOCAL**  
2                   **AGREEMENT FOR PUBLIC SCHOOL FACILITY**  
3                   **PLANNING**

4           **THIS AGREEMENT** made this 1st day of July 2007, by and between  
5 the County of Volusia, a political subdivision of the State of Florida, hereinafter referred  
6 to as the "COUNTY", the City of Daytona Beach, City of Daytona Beach Shores, City of  
7 DeBary, City of DeLand, City of Deltona, City of Edgewater, City of Holly Hill, City of  
8 Lake Helen, City of New Smyrna Beach, City of Oak Hill, City of Orange City, City of  
9 Ormond Beach, Town of Pierson, City of Port Orange, City of South Daytona, and Town  
10 of Ponce Inlet political subdivisions of the State of Florida hereinafter referred to as the  
11 "CITIES" or "MUNICIPALITIES", and the Volusia County School District, a public  
12 agency of the State of Florida, hereinafter referred to as the "SCHOOL DISTRICT" or  
13 "SCHOOL BOARD," (sometimes collectively referred to as the PARTIES), and restates  
14 and amends that certain Interlocal Agreement for Public School Facility Planning dated  
15 March 19, 2003.

16           **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that strong  
17 and healthy schools are critical to community success, are cornerstones of effective  
18 neighborhood design, and a focal point for development of community plans and  
19 improvements; and

20           **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that strong  
21 and healthy communities are critical to the growth of healthy families and educational  
22 success, and that vibrant cities and communities often require appropriate development to  
23 maintain healthy economies and services; and

24           **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that strong  
25 communities and schools are inseparable in building success in each and support a  
26 process to ensure concurrent and appropriate development in the communities and in the  
27 schools; and

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

32           **WHEREAS**, Sec. 163.31777, Fl. Stat. requires the County and Municipalities  
33 within the geographic area of a SCHOOL DISTRICT to enter into an interlocal  
34 agreement with the district school board to jointly establish specific ways in which plans  
35 and processes of the district school board and the LOCAL GOVERNMENTS are to be  
36 coordinated including provisions in Sec. 163.3180(13)(g) which pertain to public school  
37 concurrency, and Sec. 1013.33(2) pertaining to public school facilities planning; and

38           **WHEREAS**, the COUNTY, CITIES and the SCHOOL BOARD have established  
39 and maintained a cooperative and productive relationship with regard to the exchange of

1 information on matters of mutual interest including, but not limited to, the coordination  
2 of planning efforts to ensure that support services are available for public educational  
3 facilities and recognizing their mutual interest and respective obligations and  
4 responsibilities for the education, nurture and general well-being of the children within  
5 their community; and

6 **WHEREAS**, the COUNTY, CITIES and the SCHOOL BOARD have shared  
7 such information for numerous years and continue to share such information so that each  
8 entity can assist the other in reaching its goals and objectives; and

9 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that schools  
10 are cornerstones of effective neighborhood design and a focal point for development of  
11 community plans and improvements including, but not limited to, parks, recreation,  
12 libraries, children's services and other related uses; and

13 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that the  
14 location of schools as part of stable and well designed neighborhoods enhance  
15 educational programs, encourage community support and assist in providing safe, secure  
16 and effective educational environments for the children that utilize these facilities; and

17 **WHEREAS**, the COUNTY, CITIES, and SCHOOL BOARD recognize the  
18 benefits that will flow to the citizens and students of their communities by more closely  
19 coordinating their comprehensive land use and school facilities planning programs:  
20 namely (1) better coordination of new schools in time and place with land development,  
21 (2) greater efficiency for the SCHOOL BOARD and LOCAL GOVERNMENTS by  
22 placing schools to take advantage of existing and planned roads, water, sewer, and parks,  
23 (3) improved student access and safety by coordinating the construction of new and  
24 expanded schools with the road and sidewalk construction programs of the LOCAL  
25 GOVERNMENTS, and (4) reduction of pressures contributing to urban sprawl and  
26 support of existing neighborhoods by appropriately locating new schools and expanding  
27 and renovating existing schools; and

28 **WHEREAS**, through this updated AGREEMENT the COUNTY, CITIES and the  
29 SCHOOL BOARD recognize the previous Interlocal Agreement approved March 19,  
30 2003 and wish to maintain and enhance their cooperative and productive relationship  
31 regarding the exchange of information relating to planning efforts and public facilities  
32 and in accordance with statutory requirements.

33 **WHEREAS**, §163.3180(13), Florida Statutes requires the COUNTY, CITIES and  
34 SCHOOL BOARD to implement a school concurrency program; and

35 **WHEREAS**, Sec. 206 of the Volusia County Charter requires that any county or  
36 municipal comprehensive plan amendment or rezonings which increases residential  
37 density may be effective only if adequate public schools can be timely planned and  
38 constructed to serve the projected needs in student population; and

1           **WHEREAS**, the COUNTY, CITIES and the SCHOOL BOARD have met and  
2 coordinated with respect to the statutory requirements for a countywide, uniform school  
3 concurrency program; and

4           **WHEREAS**, the SCHOOL BOARD is obligated to implement a financially  
5 feasible, Five-Year Facilities Work Program based on the level of service standards  
6 provided for in this AGREEMENT; and

7           **WHEREAS**, the COUNTY and CITIES are required to amend their  
8 comprehensive plans and Land Development Codes, as appropriate and necessary, in  
9 order to effectuate the obligations under this AGREEMENT and state statute; and

10           **WHEREAS**, the SCHOOL BOARD has a constitutional and statutory obligation  
11 to provide a uniform system of free public schools on a countywide basis; and

12           **WHEREAS**, the COUNTY and the CITIES have the sole authority to undertake  
13 land use planning and to implement necessary land development regulations within its  
14 jurisdiction and nothing herein shall abrogate CITIES' municipal home rule or the  
15 COUNTY's authority under the Volusia County Charter, or the authority of the Volusia  
16 Growth Management Commission; and

17           **WHEREAS**, this AGREEMENT neither is intended to nor does it delegate or  
18 transfer any land use planning or regulatory authority to the SCHOOL BOARD.

19           **NOW THEREFORE** THE SCHOOL BOARD OF VOLUSIA COUNTY, THE  
20 COUNTY OF VOLUSIA AND THE CITY OF DAYTONA BEACH, CITY OF  
21 DAYTONA BEACH SHORES, CITY OF DEBARY, CITY OF DELAND, CITY OF  
22 DELTONA, CITY OF EDGEWATER, CITY OF HOLLY HILL, CITY OF LAKE  
23 HELEN, CITY OF NEW SMYRNA BEACH, CITY OF OAK HILL, CITY OF  
24 ORANGE CITY, CITY OF ORMOND BEACH, TOWN OF PIERSON, TOWN OF  
25 PONCE INLET, CITY OF PORT ORANGE AND CITY OF SOUTH DAYTONA enter  
26 into this AGREEMENT for the purpose of accomplishing the goals and objectives stated  
27 in Florida Statute §163.3177 and §1013.33 and agree as follows:

28           **SECTION 1. COORDINATED PLANNING AND SHARING OF INFORMATION**

29           The PARTIES recognize that sound planning for both educational facilities and  
30 student growth emanating from existing, redevelopment and new development of  
31 residential property requires adequate and accurate data and information and that  
32 effective coordination of these two planning functions requires that all of the PARTIES  
33 have access to and utilize the same data and information. Accordingly, the COUNTY,  
34 the MUNICIPALITIES, and the SCHOOL BOARD agree to share and coordinate  
35 information relating to existing and planned public school facilities, proposals for  
36 development and re-development, infrastructure required to support public school  
37 facilities, and population projections, including student population projections, which are  
38 utilized and relied on by the PARTIES for planning purposes.

1           **A.     Population and Student Projections**

2           In fulfillment of their respective planning duties, the COUNTY,  
3 MUNICIPALITIES, and SCHOOL DISTRICT agree to coordinate their capital plans  
4 based upon the established methodology of projections of the amount, type, and  
5 distribution of population growth and student enrollment. The SCHOOL DISTRICT  
6 shall make annual projections of student population based upon the 20th day student  
7 membership count and the Florida Department of Education (FDOE) Capital Outlay Full  
8 Time Equivalent (COFTE) for the five (5) year period and population projections derived  
9 from the best available data as the basis for student population projections beyond the  
10 five (5) year period. The COUNTY and MUNICIPALITIES shall make population  
11 projections based upon US Census data, University of Florida Bureau of Economic and  
12 Business Research data, and other available data.

13           The SCHOOL BOARD, the COUNTY and the MUNICIPALITIES commit to  
14 continued efforts to improve this methodology and enhance coordination with the plans  
15 of the SCHOOL DISTRICT and LOCAL GOVERNMENTS. Population and student  
16 enrollment projections shall be revised annually to ensure that new residential  
17 development and redevelopment information provided by the MUNICIPALITIES and the  
18 COUNTY is reflected in the updated projections.

19           The establishment and agreement to the coordination and methodology of the  
20 updated projections, making modifications as necessary, shall be adopted at the semi-  
21 annual joint meeting as specified in Section 7 of this AGREEMENT.

22           **B.     LOCAL GOVERNMENT Data Collection**

23           On April 1 of each year, LOCAL GOVERNMENTS shall provide the SCHOOL  
24 DISTRICT with the information regarding the Certificates of Occupancy, residential  
25 development approvals, and building permits issued for new residential units for the  
26 preceding calendar year.

27           **C.     Annual SCHOOL DISTRICT Report**

28           The SCHOOL DISTRICT shall issue data annually concerning school capacity,  
29 including the enrollment of each school based on the 20th day student membership count,  
30 the permanent student capacity of each school and the percentage of capacity over or  
31 under permanent capacity for the current year and each year of the five year planning  
32 period based upon five year student projections by school, and capacity based upon  
33 adopted level of service for each school. The SCHOOL DISTRICT shall update the data  
34 no later than thirty (30) working days after the annual adoption of the SCHOOL  
35 DISTRICT's Five-Year Facilities Work Program and the 20<sup>th</sup> day student enrollment  
36 membership count.

37           **D.     Student Generation Rates**

38           The student generation rates will be used for the term of this AGREEMENT to  
39 determine the average number of students based on the number and type of residential

1 units from the proposed development as set forth in the school impact fee study dated  
2 February 2005, and any subsequent school impact fee study approved by the SCHOOL  
3 BOARD.

4 **SECTION 2. EDUCATIONAL AND ANCILLARY FACILITY SITE SELECTION**  
5 **REVIEW, SITE ACQUISITION PROCESS, SIGNIFICANT**  
6 **RENOVATIONS AND REMODELING, AND SCHOOL CLOSURE.**

7 The COUNTY, CITIES and SCHOOL DISTRICT agree that in order to  
8 coordinate the rights and responsibilities of the parties with respect to the site acquisition  
9 and development of future educational and ancillary facilities within the COUNTY, the  
10 following procedures will be observed:

11 A. The SCHOOL BOARD shall request assistance from the COUNTY and/or  
12 CITIES in its review of residential growth and overall development trends prior to  
13 initiating a site search for a new educational or ancillary facility.

14 B. During the SCHOOL BOARD's site selection process but prior to the  
15 execution of an option agreement or purchase contract, the SCHOOL BOARD shall  
16 present one or more sites to the County and Cities Land Planning Agency, Growth  
17 Management, or other appropriate department responsible for comprehensive planning,  
18 site design and concurrency management for their review and comment with respect to  
19 issues pertaining to the comprehensive plan, zoning, utility service, roadways and  
20 vehicular and pedestrian access, drainage, water supply, and stormwater management,  
21 environment, police and fire services, and level of service (LOS) standards. Further, the  
22 SCHOOL DISTRICT shall provide other LOCAL GOVERNMENTS within the school  
23 planning area of the proposed school with notice of the filing of the site information with  
24 the primarily Affected LOCAL GOVERNMENT. Other Affected LOCAL  
25 GOVERNMENTS may provide comments to SCHOOL BOARD within 30 days of  
26 receipt of the notice. Within 60 days of receiving the proposed site(s), the COUNTY  
27 and/or CITIES shall provide its written comments to the SCHOOL BOARD and the  
28 applicable government shall indicate its ability to provide local governmental services to  
29 the site(s) concurrent with the impact of the educational or ancillary facility construction.  
30 The comments of the COUNTY and/or CITIES shall be included in the presentation and  
31 recommendation of a site to the SCHOOL BOARD.

32 C. At least 60 days prior to acquiring or leasing property, the SCHOOL  
33 BOARD shall request a finding of consistency with the COUNTY and CITY  
34 comprehensive plan as appropriate. Within 45 days of receiving the request, the  
35 COUNTY or CITY shall provide the SCHOOL BOARD with a written statement of  
36 whether the proposed site is consistent with the COUNTY or CITY comprehensive plan,  
37 including appropriate circumstances and criteria under which the district school board  
38 may request an amendment to the comprehensive plan for school siting. This finding  
39 shall not be binding on the COUNTY or CITY as it relates to the facility site plan; it shall  
40 indicate whether the location and its intended use is consistent with the land use  
41 categories and policies of the COUNTY or CITY comprehensive plan.

1           **D.**     At such time that the SCHOOL BOARD proposes development or before,  
2 the SCHOOL BOARD may petition the CITY for annexation of the subject property  
3 provided that the property is contiguous to a City's corporate limits and complies with  
4 requirements pursuant to State Law and the proposed school development is consistent  
5 with the City's comprehensive plan and land development regulations. The city, in its  
6 sole discretion, may annex the property upon receipt of the annexation petition. This  
7 section is not intended to prohibit any City from annexing property by any other lawful  
8 means.

9           **E.**     The SCHOOL BOARD and Affected LOCAL GOVERNMENTS shall  
10 jointly determine the need for and timing of on-site and off-site improvements necessary  
11 to support each new school or the proposed significant renovation of an existing school,  
12 at the time of the preliminary consistency determination described at Section 3 of this  
13 agreement or during the review of a significant renovation or remodeling. If deemed  
14 necessary, the Parties may enter into a written agreement as to the timing, location, and  
15 the Party or Parties responsible for constructing, operating and maintaining the required  
16 improvements. Recognizing that it is cost effective and beneficial to land bank sites for  
17 future educational needs, the written agreement identifying on-site and off-site  
18 improvements is subject to ongoing review and change. During the site plan review as  
19 identified in section 2(b) the parties may identify additional on-site and off-site  
20 improvements and may amend the agreement, as they deem necessary.

21           **F.**     Significant renovations or remodeling to permanent buildings at existing  
22 schools shall be defined as major site redesign or changes in principal use from academic  
23 to ancillary use. Additionally, increases in permanent student capacity of more than ten  
24 percent over the FISH (Florida Inventory of School Houses) shall be considered a  
25 significant renovation. The SCHOOL DISTRICT shall provide the LOCAL  
26 GOVERNMENT in which the facility is located with a copy of the proposed renovation  
27 and the LOCAL GOVERNMENT shall have 30 days to provide comments on the  
28 proposed revisions. The SCHOOL DISTRICT shall consider incorporating the CITY or  
29 COUNTY's comments in its design to the extent feasible.

30           **G.**     Prior to closing schools and/or declaring school properties as surplus, the  
31 SCHOOL BOARD shall notify in writing the Affected LOCAL GOVERNMENTS.  
32 Before taking final action to close a school or declare school property as surplus, the  
33 SCHOOL BOARD shall give the Affected LOCAL GOVERNMENTS 30 days to  
34 comment on the proposed action. The SCHOOL BOARD agrees to make appropriate  
35 staff available to meet with the Affected LOCAL GOVERNMENTS to discuss the  
36 proposed action and alternative uses including sale to the LOCAL GOVERNMENT or  
37 another public entity or redevelopment.

38           **SECTION 3. EDUCATIONAL AND ANCILLARY FACILITY SITE PLAN**  
39           **REVIEW PROCESS**

40           **A.**     Prior to SCHOOL BOARD approval of the site plan, the SCHOOL  
41 DISTRICT shall discuss its site plan with the COUNTY or Growth Management  
42 Department, or the equivalent City department. After SCHOOL BOARD approval of the

1 site plan, the site plan shall be submitted to the COUNTY or CITY for review, comment,  
2 and determination of consistency with respect to the comprehensive plan and applicable  
3 land development code. The SCHOOL BOARD shall address the COUNTY's or CITY's  
4 comments in its final plans to the extent that any standards, regulations, and conditions  
5 imposed do not conflict with or the subject regulated is not specifically addressed by  
6 §1013 et seq, Fl. Stat., State Requirements for Education Facilities (SREF), and/or the  
7 Florida Building Code, unless mutually agreed, and provided such comments are  
8 submitted in writing within 45 days of receipt of the site plan. The SCHOOL BOARD  
9 shall submit revised plans. If a written determination as to consistency from the  
10 COUNTY or CITY has not been received within ninety days after initial submittal, the  
11 COUNTY or CITY shall have waived its right to comment on the SCHOOL BOARD's  
12 site plan.

13 The SCHOOL BOARD, COUNTY and/or CITIES may amend the written agreement  
14 identifying on-site and off-site improvements during the review of the site plan. The City  
15 shall commit the necessary potable water supply capacity to serve the school during its  
16 review of the school site plan.  
17

18 **B.** These provisions do not waive or terminate any rights granted to the  
19 SCHOOL BOARD by §1013 et seq, Fl. Stat., SREF, and/or the Florida Building Code  
20 unless specifically agreed to by the SCHOOL BOARD.

21 (1) The LOCAL GOVERNMENT may not deny the site  
22 plan based on the adequacy of the site plan as it relates solely to the needs of the  
23 educational facility. The LOCAL GOVERNMENT's review is limited to  
24 consistency with the comprehensive plan, environmental concerns, health, safety and  
25 welfare and effects on adjacent property. Standards and conditions may not be  
26 imposed which conflict with those established in Florida Statutes (SREF) or the  
27 State Uniform Building Code, unless mutually agreed by the SCHOOL BOARD and  
28 the LOCAL GOVERNMENT.

29 **SECTION 4. SCHOOL DISTRICT REVIEW OF COMPREHENSIVE PLANS**  
30 **AND DEVELOPMENT**

31 **A. Comprehensive Plan Review**

32 Each LOCAL GOVERNMENT agrees to submit to the SCHOOL DISTRICT  
33 every comprehensive plan amendment that it transmits to the Volusia Growth  
34 Management Commission.

35 **B. Future Land Use Element Plan Amendments**

36 In furtherance of Section 206 of the Volusia County Charter, each LOCAL  
37 GOVERNMENT shall require that every applicant seeking an amendment to Future Land  
38 Use map or text which affects existing or proposed residential land uses shall provide a  
39 copy of the proposed amendment to the SCHOOL DISTRICT at the time of submitting  
40 the application. Any proposed amendment to a land use element initiated by the LOCAL

1 GOVERNMENT shall be submitted to the SCHOOL BOARD at least forty-five (45)  
2 working days prior to the hearing before the Local Planning Agency (LPA). Any  
3 proposed small scale amendment which increases residential density shall be forwarded  
4 to the SCHOOL DISTRICT at least thirty (30) days prior to the hearing before the  
5 governing body. At least five (5) days prior to the Local Planning Agency hearing the  
6 LOCAL GOVERNMENT shall provide to the SCHOOL DISTRICT a copy of the  
7 amendment, all supporting materials including data and analysis, staff reports and staff  
8 recommendations. The LOCAL GOVERNMENT shall include the findings of the  
9 SCHOOL DISTRICT as set forth below in the supporting materials. The LOCAL  
10 GOVERNMENT shall also provide the notice of date, time, and location of the Local  
11 Planning Agency Hearing.

12 The SCHOOL DISTRICT shall review the amendment information submitted and  
13 shall evaluate the impact of the proposed amendment on the school capacity provided in  
14 the SCHOOL DISTRICT's Tentative District Educational Facilities Plan, the impact on  
15 permanent capacity of the affected school facilities as well as the impact on the adopted  
16 Level of Service standard for affected public schools, and the projected timing and  
17 delivery of public school facilities to serve any residential land use authorized by the  
18 proposed Comprehensive Plan Amendment.

19 Within fifteen (15) working days of receipt of the Future Land Use Map or text  
20 amendment the SCHOOL DISTRICT shall submit to the LOCAL GOVERNMENT and  
21 any other Affected LOCAL GOVERNMENTS a written report setting forth the findings  
22 and recommendations of the SCHOOL DISTRICT, and specifically setting forth the  
23 capacity, or lack thereof, of existing facilities or planned facilities as identified in the  
24 current SCHOOL DISTRICT Tentative District Educational Facilities Plan to serve  
25 additional students without exceeding permanent capacity. If the SCHOOL DISTRICT  
26 determines that school capacity is adequate to serve the proposed increase in residential  
27 density, the SCHOOL DISTRICT shall issue a "finding of adequate school capacity,"  
28 which shall constitute competent substantial evidence that adequate public school  
29 capacity is likely to be available at the time it is required to serve planned new  
30 development. In the event that the SCHOOL DISTRICT reports that there is not  
31 adequate school capacity to serve the proposed increase in residential density, then the  
32 LOCAL GOVERNMENT shall not approve the proposed Future Land Use Amendment  
33 until such time as the SCHOOL DISTRICT can issue a finding that adequate school  
34 capacity will exist and shall notify the Applicant accordingly. The LOCAL  
35 GOVERNMENT or the Applicant may request the SCHOOL DISTRICT report on what  
36 actions could be undertaken in order to provide adequate school capacity. Thereupon the  
37 SCHOOL BOARD, Affected LOCAL GOVERNMENT, and Applicant may enter into  
38 negotiations to evaluate options such that adequate school capacity can be timely planned  
39 and constructed to serve the anticipated students associated with the proposed land use at  
40 such time as the development is projected to occur, and recommend terms and conditions  
41 for a capacity enhancement agreement which have the effect of actually increasing  
42 capacity. Such agreements may provide from among the following options:

- 43 (1) Dedication of school site as approved by the SCHOOL  
44 BOARD; or



1 (2) Construction or Donation of buildings for use as a  
2 primary or alternative learning facility; provided that such facilities meet the Florida  
3 Building Code and the State Requirements for Educational Facilities; and/or

4 (3) Renovation of existing buildings for use as learning  
5 facilities which actually increase capacity; or

6 (4) Funding dedicated to, or construction of permanent  
7 student stations;

8 (5) For schools contained in the adopted SCHOOL  
9 DISTRICT's Five-Year Facilities Work Program including long term, upon  
10 agreement with the SCHOOL BOARD, the developer may build the school in  
11 advance of the time set forth in the SCHOOL DISTRICT's Five-Year Facilities  
12 Work Program; or

13 (6) Up front lump sum payment of school impact fees; or

14 (7) Payment of borrowing costs; or

15 (8) Payment of off-site infrastructure expenses associated  
16 with new school construction, including but not limited to roads, water, and/or sewer  
17 improvements; or

18 (9) Funding assistance with acquisition of school site.

19 (10) Phasing of school construction or delay of  
20 development construction in order to timely plan for availability of school capacity.

21 (11) Charter school provided that such school is approved  
22 by the SCHOOL BOARD and its construction meets the Florida Building Code and  
23 State Requirements for Educational Facilities and any enhanced hurricane protection  
24 area requirements as determined by Volusia County Emergency Management, and  
25 provides for a reverter clause to the SCHOOL BOARD in the event that the school  
26 should close.

27 (12) Any other measure approved by the SCHOOL  
28 BOARD which actually increases school capacity or accelerates a project on the  
29 Five Year Work Program.

30 Upon the successful negotiation of a capacity enhancement agreement, the  
31 SCHOOL BOARD may issue a Finding of Adequate School Capacity conditioned upon  
32 the execution of a capacity enhancement agreement with the SCHOOL BOARD, LOCAL  
33 GOVERNMENT, and Applicant as parties to the agreement which shall be enforceable  
34 by the SCHOOL BOARD and the LOCAL GOVERNMENT.

35 As part of a capacity enhancement agreement, the Applicant, SCHOOL BOARD,  
36 and LOCAL GOVERNMENT may agree on a means to convert the agreement to a

1 Mitigation Agreement under Section 11 (C) so as to allocate credit for donation of land,  
2 construction of facilities, and provide for reservation of capacity.

3 The LOCAL GOVERNMENT shall include the report and recommendations of  
4 the SCHOOL DISTRICT at its Local Planning Agency (LPA) and transmittal hearing,  
5 and if the COUNTY or MUNICIPALITY decides to transmit the proposed plan  
6 amendment to the Department of Community Affairs and Volusia Growth Management  
7 Commission, the COUNTY or MUNICIPALITY shall include the written report and  
8 recommendations of the SCHOOL DISTRICT in its transmittal package

9 In considering whether to adopt any Comprehensive Plan Amendment providing  
10 for an increase in allowable residential densities, the LOCAL GOVERNMENTS shall  
11 consider the factors set forth in the written report of the SCHOOL DISTRICT including  
12 such measures as set forth above in paragraph B 1-11 in a form acceptable to and  
13 enforceable by the SCHOOL BOARD and Affected LOCAL GOVERNMENTS. No  
14 comprehensive plan amendment which increases residential density shall be adopted if  
15 adequate public schools cannot be timely planned and constructed to serve the projected  
16 increase in the student population.

17 **C. Residential Rezonings**

18 In furtherance of Section 206 of the Volusia County Charter, each LOCAL  
19 GOVERNMENT shall require that every applicant seeking a rezoning which increases  
20 density shall provide a copy of the proposed rezoning to the SCHOOL DISTRICT at the  
21 time of submitting the application. Each LOCAL GOVERNMENT which initiates an  
22 administrative rezoning which modifies and/or adds additional residential units shall  
23 provide a copy of the proposed rezoning at least forty-five (45) working days prior to the  
24 hearing before the local planning agency. Each LOCAL GOVERNMENT agrees to  
25 submit to the SCHOOL BOARD at least five (5) working days prior to their hearing on  
26 the subject rezoning the application information along with a copy of the development  
27 plan, supporting materials, staff reports and staff recommendations and the date, time and  
28 place of the local planning agency hearing. The LOCAL GOVERNMENT shall include  
29 the findings of the SCHOOL DISTRICT as set forth below in the supporting materials.

30 The SCHOOL DISTRICT shall review the rezoning information submitted and  
31 shall evaluate the impact of the proposed rezoning on the school capacity provided in the  
32 SCHOOL DISTRICT's Tentative District Educational Facilities Plan, the impact on  
33 permanent capacity of the affected school facilities as well as the impact on the adopted  
34 Level of Service standard for public schools, and the projected timing and delivery of  
35 public school facilities to serve any residential development authorized by the rezoning  
36 approval.

37 Within fifteen (15) working days of receipt of the rezoning application the  
38 SCHOOL DISTRICT shall submit to the LOCAL GOVERNMENT and any other  
39 Affected LOCAL GOVERNMENTS a written report setting forth the findings and  
40 recommendations of the SCHOOL DISTRICT, and specifically setting forth the capacity,  
41 or lack thereof, of existing facilities or planned facilities identified in the current

1 SCHOOL DISTRICT Tentative District Educational Facilities Plan to serve additional  
2 students without exceeding the permanent capacity and the adopted Level of Service.

3 If the SCHOOL DISTRICT determines that school capacity is adequate to serve  
4 the proposed increase in residential density, the SCHOOL DISTRICT shall issue a  
5 “finding of adequate school capacity,” which shall constitute competent substantial  
6 evidence that adequate public school capacity is likely to be available at the time it is  
7 required to serve planned new development. In the event that the SCHOOL DISTRICT  
8 reports that there is not adequate capacity to serve the proposed rezoning, then the  
9 LOCAL GOVERNMENT shall not approve the proposed rezoning until such time as the  
10 SCHOOL DISTRICT can issue a finding that adequate school capacity will exist and  
11 shall notify the Applicant accordingly. The LOCAL GOVERNMENT or the Applicant  
12 may request the SCHOOL DISTRICT report on what actions could be undertaken in  
13 order to provide adequate school capacity. Thereupon the SCHOOL BOARD, LOCAL  
14 GOVERNMENT, and Applicant may enter into negotiations to evaluate options such that  
15 capacity can be timely planned to serve the anticipated students associated with the  
16 proposed rezoning at such time as the development is projected to occur, and recommend  
17 terms and conditions for a capacity enhancement agreement as more particularly set forth  
18 in above in paragraph B 1-11 of this AGREEMENT. Upon the successful negotiation of  
19 a capacity enhancement agreement, the SCHOOL BOARD may issue a Finding of  
20 Adequate School Capacity conditioned upon the execution of a capacity enhancement  
21 agreement with the SCHOOL BOARD, LOCAL GOVERNMENT, and Applicant as  
22 parties to the agreement which shall be enforceable by the SCHOOL BOARD and  
23 Affected LOCAL GOVERNMENTS.

24 The LOCAL GOVERNMENT shall include the report and recommendations of  
25 the SCHOOL DISTRICT at its local Planning Board hearing, and if the LOCAL  
26 GOVERNMENT governing board decides to approve the proposed rezoning, the  
27 LOCAL GOVERNMENT shall include the written report and recommendations of the  
28 SCHOOL DISTRICT in its findings.

29 In considering whether to approve any rezoning providing for increased  
30 residential densities, the LOCAL GOVERNMENTS shall consider the factors set forth in  
31 the written report of the SCHOOL DISTRICT including such capacity enhancement  
32 measures as set forth in above in paragraph B 1-11 of this AGREEMENT in a form  
33 acceptable to and enforceable by the SCHOOL BOARD and Affected LOCAL  
34 GOVERNMENTS. LOCAL GOVERNMENTS acknowledge that adequate school  
35 capacity or lack thereof, is a basis for not increasing residential densities/units. In the  
36 event that a capacity enhancement agreement is required, and the LOCAL  
37 GOVERNMENT desires to approve the re-zoning, the action of the LOCAL  
38 GOVERNMENT to approve the re-zoning shall not be effective until a Capacity  
39 Enhancement Agreement is executed by the SCHOOL BOARD, LOCAL  
40 GOVERNMENT, and applicant, and enforceable by the SCHOOL BOARD. No  
41 rezoning which increases residential density shall be adopted if adequate public schools  
42 cannot be timely planned and constructed to serve the projected increase in the student  
43 population.

1           **D.       Residential Site Plans and Subdivisions**

2           Each LOCAL GOVERNMENT agrees to require an applicant for residential site  
3 plan or subdivision approval or Functional Equivalent to submit their plans to the  
4 SCHOOL DISTRICT at the same time as their filing with the LOCAL GOVERNMENT.  
5 Within five (5) days, the LOCAL GOVERNMENT agrees to inform the SCHOOL  
6 DISTRICT of the projected date where the site plan or subdivision or Functional  
7 Equivalent is scheduled to be considered by the COUNTY Development Review  
8 Committee or the appropriate body or officer for the respective CITIES. If the site plan or  
9 subdivision requires approval by the local planning agency or governing board, then the  
10 LOCAL GOVERNMENT shall inform the SCHOOL DISTRICT of the date, time, and  
11 place of the authorizing agency hearing and provide staff reports and supportive materials  
12 at least five (5) days prior to the hearing. The LOCAL GOVERNMENT shall include the  
13 SCHOOL DISTRICT’s report as set forth below in its information to its authorizing  
14 agency.

15           If a development is precluded from commencing because there is inadequate  
16 capacity to mitigate the impacts of the development, the development may nevertheless  
17 commence if there are accelerated facilities in an approved capital improvement element  
18 scheduled for construction in year four or later of such plan which, when built, will  
19 mitigate the proposed development or if such accelerated facilities will be in the next  
20 annual update of the capital facilities element, the developer enters into a mitigation  
21 agreement with the SCHOOL DISTRICT to construct an accelerated facility within three  
22 years of an approved capital improvement plan and the cost of the school facility is equal  
23 or greater than the development’s proportionate share.

24           The SCHOOL DISTRICT shall review the residential subdivision or site plan  
25 information submitted and shall evaluate the impact of the proposed request on the school  
26 capacity provided in the SCHOOL DISTRICT’s Five-Year Facilities Work Program, the  
27 impact on the adopted Level of Service standard for public schools, and the projected  
28 timing and delivery of public school facilities to serve the proposed residential  
29 development.

30           Within fifteen (15) working days of receipt of the residential subdivision or site  
31 plan the SCHOOL DISTRICT shall submit to the LOCAL GOVERNMENT a written  
32 report setting forth the findings and recommendations of the SCHOOL DISTRICT, and  
33 specifically setting forth the capacity, or lack thereof, of existing facilities or planned  
34 facilities identified within the first three (3) years of the SCHOOL DISTRICT’s Capital  
35 Improvement Plan to serve additional students without exceeding the adopted level of  
36 service.

37           The LOCAL GOVERNMENT shall consider the report and recommendations of  
38 the SCHOOL DISTRICT at its local authorizing hearing or its Functional Equivalent, and  
39 if the LOCAL GOVERNMENT decides to approve the proposed request for the  
40 residential site plan and/or subdivision, the LOCAL GOVERNMENT shall include the  
41 written report and recommendations of the SCHOOL DISTRICT in its findings.

1 If the SCHOOL DISTRICT determines that school capacity is adequate to serve  
2 the proposed development, the SCHOOL DISTRICT shall issue a “certificate of school  
3 concurrency,” which shall constitute competent substantial evidence that the affected  
4 public school or schools can accommodate the additional students. In the event that the  
5 SCHOOL DISTRICT reports that there is not adequate capacity available to serve the  
6 proposed development within three years, then the LOCAL GOVERNMENT agrees not  
7 to approve the proposed subdivision or site plan until such time as the SCHOOL BOARD  
8 can certify that adequate capacity exists and shall notify the applicant accordingly. The  
9 LOCAL GOVERNMENT or the Applicant may request the SCHOOL DISTRICT report  
10 on what actions could be undertaken in order to provide capacity. Thereupon the  
11 SCHOOL DISTRICT, LOCAL GOVERNMENT, and Applicant may enter into  
12 negotiations to evaluate options for proportionate share mitigation or recommend terms  
13 and conditions for a mitigation agreement as more particularly set forth in Section 11 of  
14 this AGREEMENT. Upon the successful execution of a mitigation agreement, the  
15 SCHOOL BOARD shall issue a Certificate of School Concurrency conditioned upon the  
16 execution of a Mitigation Agreement with the SCHOOL BOARD, LOCAL  
17 GOVERNMENT, and Applicant as parties to the agreement which shall be subject to  
18 monitoring and enforceable by the SCHOOL BOARD. A LOCAL GOVERNMENT  
19 may not deny an application for site plan, final subdivision approval, or the functional  
20 equivalent for a development or phase of a development authorizing residential  
21 development for failure to achieve and maintain the level-of-service standard for public  
22 school capacity in a local school concurrency management system where adequate school  
23 facilities will be in place or under actual construction within three (3) years after the  
24 issuance of final subdivision or site plan approval, or the functional equivalent.

## 25 **SECTION 5. OVERSIGHT AND CONFLICT RESOLUTION**

26 The SCHOOL BOARD, the COUNTY and the CITIES shall each appoint a  
27 citizen member to serve on an oversight committee to monitor implementation of the  
28 interlocal agreement, including monitoring and evaluation of the school concurrency  
29 system. Committee members shall receive copies of all final reports and documents  
30 produced pursuant to this interlocal agreement. The committee shall provide for public  
31 comment on the implementation of the interlocal agreement once each year. The  
32 committee shall appoint a chairperson, meet at least annually, and report to participating  
33 LOCAL GOVERNMENTS, the SCHOOL BOARD and the general public on the  
34 effectiveness with which the interlocal agreement is being implemented. SCHOOL  
35 BOARD staff will facilitate this committee’s process, as needed.

36 The SCHOOL BOARD, CITIES and COUNTY agree to work together to resolve  
37 disputes. When the dispute relates to a proposed comprehensive plan amendment  
38 covered by this agreement, the parties shall submit the matter to the Volusia Growth  
39 Management Commission for consistency review. Otherwise, the parties agree to utilize  
40 mediation to resolve disputes and agree that any resolution mutually agreed upon as a  
41 result of mediation shall be binding on both parties. Any costs incurred to resolve the  
42 dispute shall be shared equally between the involved parties. Mediator(s) shall be  
43 selected by one of the following methods:

- 1 (a) The Florida Conflict Resolution Consortium; or
- 2 (b) A mutually agreed upon Florida Bar certified mediator.

3 **SECTION 6. JOINT DEVELOPMENT OF SCHOOLS, PARKS, AND OTHER**  
4 **USES**

5 A. The COUNTY, CITIES and SCHOOL BOARD agree to promote and  
6 support community development and design by encouraging joint development of  
7 property on or adjacent to proposed school sites for parks, recreation and other  
8 compatible site activities.

9 B. The COUNTY, CITIES and SCHOOL BOARD mutually agree to the  
10 following mechanisms to investigate and implement options for joint design and  
11 development of related facilities.

12 (1) As early as possible, but not later than the execution of  
13 formal contracts for site acquisition of each new public school facility, the SCHOOL  
14 BOARD shall notify the COUNTY/CITY Manager for purposes of facilitating a  
15 meeting to discuss the opportunity for joint utilization and/or development of public  
16 school and park sites.

17 (2) The COUNTY/CITY shall evaluate alternatives and  
18 the feasibility for acquiring additional property adjacent to the school and the  
19 COUNTY/CITY shall consider recommendations for acquisition and/or joint  
20 development of related facilities.

21 (3) For sites recommended by the COUNTY/CITY, the  
22 COUNTY/CITY shall coordinate preparation of joint development plans with the  
23 SCHOOL BOARD.

24 (4) Maintenance responsibilities shall be shared and  
25 agreed upon by both parties of the shared facilities.

26 **SECTION 7. JOINT MEETINGS AND COORDINATION OF PLANNING**

27 Each party to this agreement shall appoint their Planning Director or designee to  
28 represent their respective agency to a committee that shall meet twice per year to discuss  
29 issues and formulate recommendations regarding coordination of land use and school  
30 facilities planning. Issues for discussion shall include population and student projections,  
31 development trends, educational facility needs, co-location and joint use opportunities,  
32 and infrastructure improvements needed to support schools and ensure safe student  
33 access. These meetings shall be open to the public and public participation shall be an  
34 item on the agenda. The committee shall meet in May and October of each year. The  
35 SCHOOL BOARD representative shall be responsible for establishing meeting dates,  
36 times and agendas and notifying the committee representatives and the press.

1 Prior to the May meeting the SCHOOL BOARD representative shall send letters  
2 to the CITIES and COUNTY representatives inviting the submission of comments, issues  
3 of concern, and/or projects for consideration in the preparation of the upcoming work  
4 program. During the five-year update of the educational plant survey, these letters shall  
5 include the submission of suggestions to be considered in the update of the educational  
6 plant survey.

7 **A.** At the May meeting, the following shall be included as agenda items:

8 (1) Proposed capital budgets for each party. This shall include  
9 the 5-year facilities work program for the SCHOOL BOARD. During the year of the  
10 update to the 5-year educational plant survey, the educational plant survey shall also be  
11 an agenda item.

12 (2) The COUNTY and CITIES shall provide to the SCHOOL  
13 BOARD the proposed annual Capital Improvements Program (CIP)

14 (3) The COUNTY's proposed 5-year road improvement  
15 program.

16  
17 **B.** At the October meeting the following shall be included as agenda items:

18 (1) Student enrollment and population projections.

19 (2) Growth, new development, infill development and  
20 redevelopment plans.

21 (3) Annual School District Report and program changes in  
22 capacity.

23 (4) Consideration of amendments to Concurrency Service  
24 Areas, Level of Service, School Attendance Boundaries.

25 (5) Consideration of new infrastructure needed to serve  
26 planned new schools.

27 (6) Consideration of any updates to the Capital Improvements  
28 Element of the COUNTY and CITIES' Comprehensive Plans.

29 At the conclusion of the October meeting the parties shall agree and base their  
30 plans upon a projection of the amount, type, and distribution of population growth and  
31 student enrollment. The Annual SCHOOL DISTRICT Report as set forth in Section 1(C)  
32 provided by the SCHOOL BOARD representative to the CITIES and COUNTY  
33 representatives shall include the district's adopted work program and shall reflect the  
34 student capacity at each school for use by the CITIES and COUNTY in its review of new  
35 development applications.

1 C. The COUNTY and CITIES shall also send the SCHOOL DISTRICT a  
2 copy of each Planning Board and Council/Commission agenda.

3 D. The SCHOOL BOARD shall provide a copy of the Educational Plant  
4 Survey to the COUNTY and CITIES every five years.

5 E. Semi-annually, each designee to the committee identified in Section 7  
6 shall file a report with their respective Local Planning Agency and SCHOOL BOARD  
7 regarding the implementation of the coordinated planning efforts identified in this  
8 AGREEMENT. If the SCHOOL BOARD or each Local Planning Agency that finds that  
9 the implementation of the agreement is not occurring, it shall make a recommendation to  
10 its local governing body of the steps necessary to achieve successful implementation. All  
11 other parties to this agreement shall receive notice of such recommendations.

12 F. SCHOOL BOARD Workshop. During June of each year, the SCHOOL  
13 BOARD shall hold a public workshop to consider the status of the District Educational  
14 Facilities Plan, Capital Outlay Program, capacity, projected student populations, and any  
15 policy issues identified during the May planning meeting. All LOCAL  
16 GOVERNMENTS shall be invited to the workshop and have the opportunity to provide  
17 comments on matters relating to the adoption of the capital improvement plan and related  
18 matters.

## 19 **SECTION 8. CAPITAL IMPROVEMENT PLAN**

### 20 **A. Tentative District Educational Facilities Plan**

21 Prior to adoption of the district school budget in September of each year, the  
22 SCHOOL BOARD will prepare a tentative district educational facilities plan that  
23 includes long-range planning for facilities needs over the 5-year, 10-year, and 20-year  
24 periods. The BOARD shall submit a copy of its plan to the COUNTY and all  
25 MUNICIPALITIES, providing for comment and input prior to presentation for adoption.

26 (1) The Tentative District Educational Facilities Plan shall  
27 include projected student populations apportioned by school, using data and methodology  
28 as referenced in Section 1, Coordinated Planning and Sharing of Information. The Plan  
29 shall also include projected space needs, general location of schools to be constructed  
30 over the 5-year, 10-year, and 20-year time periods and location of future school sites.  
31 The Plan shall be financially feasible for the first five years.

32 (2) All the Affected LOCAL GOVERNMENTS may review  
33 the tentative district educational facilities plan and comment to the SCHOOL BOARD on  
34 the consistency of the plan with the local comprehensive plan, whether a comprehensive  
35 plan amendment will be necessary for any proposed educational facility, and whether the  
36 LOCAL GOVERNMENT supports a necessary comprehensive plan amendment.

37 (3) The SCHOOL BOARD, the COUNTY, and the  
38 MUNICIPALITIES agree that coordinated planning for locating and construction of  
39 schools with the associated infrastructure is the most cost effective approach to deliver



1 school capacity. Off-site improvements can be planned for at the time of Capital Budget  
2 consideration by both the BOARD and the LOCAL GOVERNMENTS.

3 **B. Annual Capital Outlay Budget**

4 On or before September 30<sup>th</sup> of each year, the SCHOOL BOARD shall adopt the  
5 Annual Capital Outlay Budget which shall fund the subsequent Five-Year Facilities  
6 Work Program and which is included in the Tentative District Educational Facilities Plan.

7 **C. District Facilities Five-Year Work Program**

8 The District's Five-Year Work Program shall contain data and analysis to  
9 demonstrate a financially feasible program of school construction for a five (5) year  
10 period which adds capacity to achieve and maintain the adopted LOS for schools, based  
11 upon the student projections in Section 1. The Work Program will provide for  
12 replacement schools which satisfies the SCHOOL DISTRICT's constitutional obligation  
13 to provide a uniform system of free public schools on a district-wide basis. The  
14 SCHOOL BOARD may adopt a ten (10) year plan to achieve and/or maintain the  
15 necessary satisfactory number of student stations.

16 The SCHOOL DISTRICT's Facilities Five-Year Work Program and each annual  
17 update shall include a description of each school project, the amount of money to be  
18 spent in each fiscal year for the planning, preparation, land acquisition, construction and  
19 renovation of each school project. Each annual update shall also include capacity  
20 improvement committed under Capacity Enhancement Agreements and Mitigation  
21 Agreements. Each annual update will include a new fifth year work program.

22 **SECTION 9. COMPREHENSIVE PLAN AMENDMENTS**

23 The process for the development, adoption, and amendment of Comprehensive  
24 Plan amendments shall be that set forth in Section 163.3184, Florida Statutes and Section  
25 202.3 of the Volusia County Charter.

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

28 (1) The COUNTY and MUNICIPALITIES shall adopt a  
29 Public School Facilities Element, which is consistent with this AGREEMENT and  
30 Rule 9J-5.025, F.A.C. The COUNTY and MUNICIPALITIES shall notify the  
31 SCHOOL DISTRICT when this element is adopted and when the element becomes  
32 effective.

33 (2) Any local issues not specifically required by Statute or  
34 Rule in the Public School Facilities Element may be included or modified in the  
35 Local Government Public School Facilities Element by following the normal  
36 Comprehensive Plan amendment process.

1           **B.       Intergovernmental Coordination Element**

2           The Intergovernmental Coordination Element shall provide for coordination  
3 between SCHOOL BOARD, COUNTY and Municipalities pursuant to this  
4 AGREEMENT. This coordination shall include, but not be limited to, procedures to  
5 identify and implement joint processes, review of capacity and level of service issues  
6 which affect multiple local governments, coordination and sharing of information among  
7 local governments, modifications to concurrency service areas, and provisions for  
8 providing infrastructure to future school sites.

9           **C.       Process for Development and Adoption of Capital Improvements**  
10 **Element**

11                           (1)       The SCHOOL DISTRICT shall prepare “The  
12 SCHOOL DISTRICT of Volusia County Capital Improvement Schedule” as part of  
13 the SCHOOL DISTRICT’s Five-Year Facilities Work Program and the COUNTY  
14 and the MUNICIPALITIES shall include the Schedule into the Capital  
15 Improvements Element (CIE) of their comprehensive plan, pursuant to the Schedule  
16 set forth in Section 14.

17                           (2)       The procedures for the annual update and amendment  
18 of the LOCAL GOVERNMENT’s public school Facilities Work Program in its  
19 Capital Improvements Element is set forth in Section 8 of this AGREEMENT.

20           **D.       Amend Land Development Regulations**

21           Prior to February 1, 2008, COUNTY and each MUNICIPALITY shall adopt land  
22 development regulations necessary to implement the comprehensive plan provisions to  
23 implement school concurrency and Section 206 of the Volusia County Charter.

24 **SECTION 10.           SCHOOL CONCURRENCY OVERVIEW**

25           **A.       Agreement to Establish School Concurrency**

26           The PARTIES desire to establish a public school concurrency system consistent  
27 with the requirements of Section 163.3180, Florida Statutes.

28           The PARTIES agree that the delivery of timely planned and constructed public  
29 school facilities at the adopted level of service requires close coordination among the  
30 PARTIES at both the land use planning and residential development permitting levels.  
31 Further, the PARTIES agree that new and renovated/redeveloped school facilities should  
32 be planned for and provided in proximity to those areas planned for residential  
33 development or redevelopment. Accordingly, to implement an effective school planning  
34 and concurrency system that will ensure that the planning, construction, maintenance,  
35 renovation, and replacement of public educational facilities are coordinated in time and  
36 place with residential development concurrently with other necessary services, the  
37 PARTIES agree that the SCHOOL BOARD must be afforded the opportunity to review  
38 and provide timely findings and recommendations to the COUNTY and the

1 MUNICIPALITIES on proposed amendments to their respective Comprehensive Plans  
2 and re-zonings as set forth in this Agreement and Section 206 of the Volusia County  
3 Charter. When done in a cooperative and forward-looking manner, this planning should  
4 make implementation of concurrency at the development order stage easier to implement.

5 The PARTIES agree that in order to provide future public school facilities in a  
6 timely manner at appropriate locations, residential development orders or Functional  
7 Equivalent issued by the COUNTY and by each MUNICIPALITY shall be issued and  
8 conditioned only if there is availability of public school facilities at the level of service  
9 specified in this AGREEMENT concurrent with the impact of such development. A  
10 determination that school capacity is available before issuance of a development order  
11 Functional Equivalent, consistent with the level of service standard, hereafter referred to  
12 as “concurrency,” shall be based upon the adopted Public School Facilities Element and  
13 Capital Improvement Element of the COUNTY’s and MUNICIPALITIES’  
14 comprehensive plans that is consistent with the SCHOOL DISTRICT’s Five-Year  
15 Facilities Work Program and which shall be implemented by Land Development  
16 Regulations adopted by each LOCAL GOVERNMENT consistent with Section 8. A  
17 LOCAL GOVERNMENT may not deny an application for site plan, final subdivision  
18 approval, or the functional equivalent for a development or phase of a development  
19 authorizing residential development for failure to achieve and maintain the level-of-  
20 service standard for public school capacity in a local school concurrency management  
21 system where adequate school facilities will be in place or under actual construction  
22 within three (3) years after the issuance of final subdivision or site plan approval, or the  
23 functional equivalent.

24 **B. Required Concurrency Elements**

25 Comprehensive Plan Amendments - No later than February 1, 2008, the LOCAL  
26 GOVERNMENTS agree to adopt the following comprehensive plan amendments which  
27 shall be consistent with each other as required in Section 163.3180, Florida Statutes:

28 (1) Amend its comprehensive plan to add a Public Schools  
29 Facilities Element (PSFE) consistent with the requirements of Section 163.3180,  
30 Florida Statutes, and this AGREEMENT.

31 (2) Amend its Intergovernmental Coordination Element  
32 (ICE) as required by Section 163.3177(6) (h) 1. and Florida Statutes, and this  
33 AGREEMENT.

34 (3) Incorporate “The SCHOOL DISTRICT of Volusia  
35 County’s Five-Year Facilities Work Program” into its adopted Capital Improvement  
36 Element (CIE), and keep on file the updated and adopted SCHOOL DISTRICT’s  
37 Five-Year Facilities Work Program in order to set forth a financially feasible public  
38 school Facilities Work Program, consistent with the adopted Level of Service  
39 Standards for public schools.

1           **C.     Specific Responsibilities of the Parties**

2           When the comprehensive plan amendments adopted in accordance with Section 9  
3 become effective, the COUNTY AND MUNICIPALITIES agree to undertake the  
4 following activities:

5                           (1)     Each LOCAL GOVERNMENT shall adopt land  
6 development regulations consistent with the Public School Facilities Element and the  
7 requirements of this AGREEMENT. For school planning issues governed by  
8 Section 206 of the Volusia County Charter, the COUNTY’s ordinance shall govern.  
9 For all other matters covered by this agreement, if a CITY fails to adopt land  
10 development regulations implementing school concurrency, the appropriate sections  
11 of the COUNTY’s land development regulations shall govern.

12                          (2)     Once the School Concurrency Program commences,  
13 the LOCAL GOVERNMENTS agree not to issue any development orders for new  
14 residential units until the SCHOOL DISTRICT has reported that there is school  
15 capacity available to serve the development being approved consistent with the  
16 requirements of this AGREEMENT. The LOCAL GOVERNMENT processing an  
17 application for a development order shall contact the School District to ascertain the  
18 affected Local Governments which could be impacted by a proposed development  
19 order and be responsible for notification of any and all Affected LOCAL  
20 GOVERNMENTS.

21                          (3)     By entering into this Interlocal AGREEMENT, the  
22 SCHOOL DISTRICT agrees to undertake the following activities:

23                           (a)     Prepare and update annually a financially feasible  
24 Five-Year Facilities Work Program which reports on anticipated capacity to meet  
25 demand for student stations and where there is projected funding to meet capacity at a  
26 projected date such that the plan is financially feasible such that for all schools of each  
27 type in each Concurrency Service Area and each individual school does not exceed the  
28 adopted level of service for each year except as provided with this AGREEMENT and  
29 the Public School Facilities Element (PSFE).

30                           (b)     Adopt the SCHOOL DISTRICT’s Five-Year  
31 Facilities Work Program.

32                           (c)     Provide the COUNTY and MUNICIPALITIES with  
33 the required data and analysis updated annually to evaluate the comprehensive plan  
34 elements and any amendments relating to school concurrency.

35                           (d)     Approve a ten and twenty year work program  
36 consistent with the requirements of this AGREEMENT.

37                           (e)     Maintain and publish data which shows the existing  
38 capacity, projected annual capacity, including reservation of future capacity, in such a

1 manner that it could be used by LOCAL GOVERNMENTS and developers in planning  
2 for new residential development.

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

6 (g) Review mitigation proposals consistent with the  
7 requirements of this AGREEMENT.

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

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

15 **D. Amend Comprehensive Plan**

16 Upon the adoption of the SCHOOL DISTRICT's Capital Outlay Budget and  
17 Five-Year Facilities Work Program, the SCHOOL BOARD shall transmit copies to the  
18 COUNTY and all MUNICIPALITIES which shall thereupon amend "The SCHOOL  
19 DISTRICT of Volusia County Capital Improvement Schedule" of the Capital  
20 Improvement Element of its Comprehensive Plans to include the changes in the next  
21 round of amendments.

22 **SECTION 11. SCHOOL CONCURRENCY PROGRAM**

23 **A. Commencement of School Concurrency Program**

24 The School Concurrency Program described in this Article shall commence no  
25 later than February 1, 2008.

26 **B. Concurrency Program Process**

27 As more particularly set forth in Section 4(d), the SCHOOL DISTRICT agrees to  
28 review and make school concurrency determinations for a proposed residential  
29 development for which an application for a development order or functional equivalent is  
30 submitted and LOCAL GOVERNMENTS agree not to issue development orders unless a  
31 Certificate of School Concurrency is issued which shows that school capacity can be  
32 provided to serve the proposed development. Upon applicant submitting and SCHOOL  
33 DISTRICT receiving application, SCHOOL DISTRICT staff shall have fifteen (15)  
34 working days to provide concurrency report to applicable LOCAL GOVERNMENT  
35 consistent with Section 4 (D) of this AGREEMENT. The report shall detail whether or  
36 not school capacity will be available to serve the proposed development. The report shall  
37 include a Certificate of School Concurrency if sufficient capacity exists for the proposed

1 development or it may set forth conditions required to satisfy the requirements of school  
2 concurrency including proportionate share mitigation.

3 **C. Proportionate Share Mitigation**

4 In the event that the SCHOOL DISTRICT determines that there is not sufficient  
5 capacity available to serve the proposed residential development, the developer and  
6 SCHOOL DISTRICT and LOCAL GOVERNMENT may enter into negotiations in an  
7 effort to mitigate the impact from the development. Mitigation options must consider the  
8 SCHOOL DISTRICT's educational delivery methods and requirements, and the State  
9 Requirements for Educational Facilities (S.R.E.F.) and may include, but not be limited to,  
10 the following:

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

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

15 (3) Funding dedicated to, or construction of permanent  
16 student stations or core capacity; or

17 (4) For schools contained in the adopted SCHOOL  
18 DISTRICT's Five-Year Facilities Work Program only, upon agreement with the  
19 SCHOOL BOARD, the developer may build the school in advance of the time set  
20 forth in the SCHOOL DISTRICT's Five-Year Facilities Work Program; or

21 (5) Agreement to contribute funds or other assets toward a  
22 specific capacity project sufficient to advance the project into the District Five Year  
23 Facilities Work Program for the subsequent year.

24 (6) Dedication of school site as approved by the SCHOOL  
25 BOARD; or

26 (7) Up front lump sum payment of school impact fees; or

27 (8) Payment of borrowing costs; or

28 (9) Payment of off-site infrastructure expenses, including  
29 but not limited to roads, water, and/or sewer improvements and pedestrian facilities;  
30 or

31 (10) Payment of transportation costs associated with the  
32 movement of students outside two (2) mile zone as a result of overcapacity school,  
33 or

34 (11) Funding assistance with acquisition of school site.

1 (12) Phasing of construction or delay of construction in  
2 order to timely plan for availability of school capacity.

3 (13) Establishment of an Educational Facilities Benefit  
4 District, as provided in Sec. 1013.355, Fl. Stat.

5 (14) Impact fee credits may be granted as permitted by law  
6 and agreed upon by SCHOOL BOARD.

7 (15) Construction of a charter school provided that such  
8 school is approved by the SCHOOL BOARD and its construction meets the Florida  
9 Building Code and State Requirements for Educational Facilities and any enhanced  
10 hurricane protection area requirements as determined by Volusia County Emergency  
11 Management, and provides for a reverter clause to the SCHOOL BOARD in the  
12 event that the school should close.

13 (16) Any other measure approved by the SCHOOL  
14 BOARD which actually increases school capacity or accelerates a project on the  
15 Five Year Work Program.

16 **D. Issue Certificate of School Concurrency**

17 A Certificate of School Concurrency shall be issued if the impacts of the proposed  
18 development's projected student enrollment do not cause the adopted Level of Service (or  
19 Tiered or Interim LOS) to be exceeded. If the development is not in compliance, the  
20 Certificate of School Concurrency shall detail why the development is not in compliance  
21 and shall offer the applicant the opportunity to enter into the 90 day negotiations  
22 described below.

23 If the conclusion of the negotiation period results in an executed mitigation  
24 agreement, a Certificate of School Concurrency shall be issued and shall be conditioned  
25 upon those mitigation measures agreed to by the developer/applicant/property owner and  
26 the SCHOOL BOARD. The mitigation measures shall be memorialized in the mitigation  
27 agreement between the SCHOOL BOARD, LOCAL GOVERNMENT and the  
28 Developer/applicant/property owner that specifically details mitigation provisions to be  
29 provided and the relevant terms and conditions. If mitigation is not agreed to, the  
30 SCHOOL DISTRICT shall not issue a Certificate of School Concurrency.

31 A Certificate of School Concurrency issued by the SCHOOL DISTRICT shall be  
32 valid for the duration of the Final Development Order, but no longer than two (2) years.  
33 A Certificate of School Concurrency issued to a Developer/applicant/property owner  
34 shall be site specific and not be transferable to other sites without the approval of the  
35 SCHOOL BOARD and LOCAL GOVERNMENT.

36 **E. Concurrency Service Areas.**

37 The PARTIES hereby agree that initially School Concurrency shall be measured  
38 and applied on the basis of Concurrency Service Areas (CSA's) as follows:

1 (a) Elementary Schools. The Concurrency Service Areas for  
2 elementary schools shall be coterminous to the school attendance boundary of each  
3 school as shown on Map 8A as modified by the central no school zone areas. School  
4 attendance boundaries may be amended from time to time by the SCHOOL BOARD, in  
5 its sole discretion. The initial CSA map is attached hereto as Exhibit A.

6 (b) Middle Schools. The Concurrency Service Areas for middle  
7 schools shall be coterminous to the school attendance boundary of each school as shown  
8 on Map 8B as modified by the central no school zone areas. School attendance  
9 boundaries may be amended from time to time by the SCHOOL BOARD, in its sole  
10 discretion. The initial CSA map is attached hereto as Exhibit B.

11 (c) High Schools. The Concurrency Service Areas for high schools  
12 shall be as shown on Map 7 as modified by the central no school zone areas. The initial  
13 CSA map is attached hereto as Exhibit C.

14 (d) No School Zones. The Concurrency Service Areas include areas  
15 identified as No School Zones on Maps 7, 8A and 8B because no schools are planned  
16 within the area within the 20 year time horizon and that no school capacity exists within  
17 the zone for the purpose of increasing residential densities and approving additional  
18 residential development.

19 (e) Comprehensive Plans. The COUNTY and MUNICIPALITIES  
20 agree to incorporate and adopt the CSA's and the standards for the modification of the  
21 CSA's as established into the Public Schools Facilities Element of each LOCAL  
22 GOVERNMENTS' comprehensive plan.

23 (f) Modification. The CSAs may be modified by execution of an  
24 Addendum to this AGREEMENT by the School Board and Affected Local Governments  
25 and subsequent amendment to the Public School Facilities Element by the Affected  
26 LOCAL GOVERNMENTS. Any PARTY may propose a change to the CSA boundaries.  
27 When modifications are proposed to concurrency service areas, consideration shall be  
28 afforded the overarching goal that concurrency service areas reflect the diversity of the  
29 School District in keeping with constitutional and statutory requirements, as well as  
30 policy requirements established by the SCHOOL BOARD. When reviewing proposed  
31 modifications to concurrency service areas, consideration should be given to the  
32 following issues:

33 (1) Adopted level of service standards will not be  
34 adversely impacted for each year of the five year planning period; and

35 (2) The utilization of school capacity is maximized to the  
36 greatest extent possible taking into account transportation costs, court approved  
37 desegregation plans; and

38 (3) Proximity to school

39 (4) Ethnic and socio-economic diversity.



- 1 (5) Subdivisions and neighborhoods.
- 2 (6) Demographic changes.
- 3 (7) Future land development patterns.
- 4 (8) Crossing guard availability.
- 5 (9) Other relevant factors

6 The parties recognize that the above stated issues are considerations but that final  
7 decisions regarding school attendance boundaries are within the discretion of the  
8 SCHOOL BOARD. The PARTIES acknowledge that concurrency service areas may  
9 differ from the school attendance boundaries and not always be coterminous with school  
10 attendance boundaries.

11 (g) Process. The PARTIES shall observe the following process for  
12 modifying CSA's.

13 (1) The Planning Directors, at their regular meetings in  
14 May and October as set forth in Section 14, shall consider whether modifications to  
15 the CSAs should be considered.

16 (2) At such time as the SCHOOL BOARD determines that  
17 the change is appropriate considering the above standards, they shall transmit the  
18 proposed CSA's and data and analysis to support the changes to the  
19 MUNICIPALITIES, and the COUNTY.

20 (3) The COUNTY shall amend its Public School Facilities  
21 Element to include the maps which reflect the changes to the CSA boundaries in  
22 their next amendment round. Subsequently, MUNICIPALITIES may adopt these  
23 changes by amendment to their comprehensive plans or adopt language which  
24 incorporates by reference these subsequent modifications.

25 (4) Modifications of School Attendance Boundaries shall  
26 be by the SCHOOL BOARD as otherwise provided by law. Modifications to a CSA  
27 which are dependent upon modifications to a School Attendance Boundary shall be  
28 effective upon approval by the SCHOOL BOARD and Affected LOCAL  
29 GOVERNMENTS.

30 **F. Adjacent CSA Capacity (Adjacency)**

31 If the projected student growth from the residential development causes the  
32 adopted LOS to be exceeded in the particular CSA and that type of school and capacity  
33 exists in one or more contiguous CSA's, the development shall receive a certificate of  
34 school concurrency provided that the adjacency is determined by the policies and  
35 conditions as established by the SCHOOL BOARD and included in the COUNTY and  
36 MUNICIPALITIES Public School Facilities Element.

1 In conducting the review, the SCHOOL DISTRICT shall use the adjacent CSA  
 2 with the most available capacity to evaluate projected enrollment, and if necessary shall  
 3 continue to the CSA with the next most available capacity until each of the adjacent  
 4 CSA's have been evaluated for available capacity provided that the adjacent CSA meets  
 5 the policies and conditions as established by the SCHOOL BOARD and included in the  
 6 COUNTY and MUNICIPALITIES Public School Facilities Element.

7 In order to determine if the available adjacent capacity can be utilized, the  
 8 following additional criteria shall apply:

9 (1) Travel time and distance. School bus route from the  
 10 school to the site of the proposed development should not exceed 50 minutes.

11 (2) Areas established for the purpose of establishing  
 12 student diversity at schools shall not be used to determine adjacency.

13 (3) If the boundary is adjacent based on its connection by  
 14 Intracoastal Waterway or across Ponce de Leon Inlet, it shall not be deemed  
 15 adjacent.

16 (4) Where capacity is reserved for a specific academic  
 17 program it cannot be claimed in an adjacent concurrency service area.

18 **G. Level of Service (LOS)**

19 To ensure the capacity of schools is sufficient to support student growth at the  
 20 adopted level of service within the five (5) year planning period and through the long  
 21 term planning period, for each CSA, the PARTIES hereby establish Levels of Service  
 22 (LOS) for types of schools to be applied against CSAs as set forth below. The actual  
 23 LOS (utilization) for all schools of each type in each CSA and each individual school  
 24 shall be established each year by the 20th day student membership count and shall  
 25 consider maximum utilization.

26 Maximum Utilization shall not be construed to mean year round school, double  
 27 sessions, split sessions, or transporting students more than fifty minutes from their home  
 28 to a school site.

29 The following level of service (LOS) standards shall be established for all schools  
 30 of each type within each CSA and each individual school and shall take effect by the date  
 31 indicated:

<b>CONCURRENCY SERVICE AREA</b>		
<b>TYPE OF SCHOOL</b>	<b>LEVEL OF SERVICE</b>	<b>DATE EFFECTIVE</b>
Elementary	115% of permanent capacity	July 1, 2011

	Interim LOS:  115% 115% 165%	DeBary Elementary July 1, 2012 Horizon Elementary July 1, 2012 Manatee Cove Elementary July 1, 2012 Orange City Elementary July 1, 2012 Pine Trail Elementary July 1, 2014 Sugar Mill Elementary July 1, 2012 <b>Constrained July 1, 2017:</b>  Burns Oak Hill Coronado Elementary Samsula Elementary
Middle	115% of permanent capacity  Interim LOS:	July 1, 2010  New Smyrna Beach Middle July 1, 2012 Southwestern Middle July 1, 2012
High	120% of permanent capacity	July 1, 2010

1           The LOS for each type of school as set forth above shall be effective July 1, 2011,  
2 at the end of the first five year capital improvement plan which shall be the initial  
3 planning period. It is recognized that it is not financially feasible to achieve the LOS for  
4 all schools within that initial planning period so the planning period for the individual  
5 schools set forth above is extended to the listed effective date. In addition, there are  
6 individual schools listed as “constrained” within a 10 year planning period and the  
7 Interim LOS is stated and cannot be exceeded during that time. At the end of the  
8 planning period the LOS will be 115%.

9           Potential amendments to these levels of service shall be considered at least  
10 annually at the staff working group meeting to take place no later than June 1 of each  
11 year. If there is a consensus to amend any level of service, it shall be accomplished by  
12 the execution of an amendment to this interlocal agreement by all parties and the  
13 adoption of amendments to the COUNTY’s and each CITY’s comprehensive plan. The  
14 amended level of service shall not be effective until all plan amendments are effective  
15 and the amended interlocal agreement is fully executed. No level of service shall be  
16 amended without a showing that the amended level of service is financially feasible and  
17 can be achieved and maintained over the five years of the Five-Year Capital Facilities

1 Plan. After the first five years of the Five-Year Capital Facilities Plan, capacity shall be  
2 maintained within each year of subsequent Five-Year Capital Facilities Plans.

3 **H. Exemptions**

4 The following residential projects are deemed to be de minimis and not subject to  
5 School Concurrency review:

6 (1) Single family lots of record on a recorded plat, existing  
7 as such at the time School Concurrency implementing ordinance is adopted for  
8 which otherwise would be entitled to build, shall be exempt from School  
9 Concurrency requirements.

10 (2) The creation of subdivisions and/or single family lots  
11 equal to or less than ten (10) residential units. All subdivisions creating greater than  
12 ten (10) or more lots shall be reviewed for available school capacity.

13 (3) Any residential development or any other development  
14 with a residential component that received approval of a Final Development Order or  
15 Functional Equivalent prior to the implementation date of school concurrency or is  
16 exempt from concurrency under a LOCAL GOVERNMENT's concurrency  
17 regulations is considered vested for that component which was previously approved  
18 for construction and shall not be considered as proposed new residential  
19 development for purposes of school concurrency.

20 (4) Any unit exempted under the Volusia County School  
21 Facilities Impact Fee Ordinance as set forth in Sec. 70-181 (a).

22 (5) Non-residential development.

23 **I. Local Concurrency Implementing Ordinance**

24 Prior to February 1, 2008, each LOCAL GOVERNMENT shall adopt an  
25 ordinance regulating the issuance of development orders based on the availability of  
26 public schools at the required Level of Service. This ordinance shall be consistent with  
27 the provisions of this AGREEMENT.

28 In the event that any participating MUNICIPALITY does not comply with the  
29 above by adopting an ordinance consistent with this AGREEMENT within ninety (90)  
30 days of the effective date of the Comprehensive Plan Elements, that government shall be  
31 deemed to have "opted in" to the COUNTY ordinance and agrees to be bound by the  
32 terms and provisions therein until it adopts its own ordinance.

33 At any time any LOCAL GOVERNMENT may opt out of the COUNTY's  
34 implementing ordinance through implementing its own ordinance.

1     **SECTION 12.            SPECIAL PROVISIONS**

2            **A.        SCHOOL BOARD Requirements.**

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

18           **B.        Land Use Authority**

19            The PARTIES specifically acknowledge that each LOCAL GOVERNMENT is  
20 responsible for approving or denying comprehensive plan amendments and development  
21 orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of  
22 this authority to any other party. Furthermore, this subsection does not limit the authority  
23 of a LOCAL GOVERNMENT to grant or deny a development order or its equivalent  
24 prior to implementation of School Concurrency.

25           **C.        Acts of God and other exigent circumstances beyond the control of the**  
26 **SCHOOL BOARD**

27            The COUNTY and the MUNICIPALITIES acknowledge that the SCHOOL  
28 DISTRICT, in its operation of the public school system, is subject to events,  
29 circumstances, and external forces and authorities beyond its control. Examples are  
30 hurricanes or other natural disasters which destroy school facilities, other emergency  
31 situations affecting the operation of the public school system, state court judgments  
32 concerning the SCHOOL DISTRICT’s State Constitutional or Statutory obligation to  
33 provide a uniform system of free public schools, and school desegregation orders or  
34 compliance agreements involving Federal Courts or the Office of Civil Rights, United  
35 States Department of Education. Such events or actions may prevent the SCHOOL  
36 DISTRICT from complying with the provisions of this AGREEMENT and may require  
37 the SCHOOL DISTRICT to deviate from or modify the SCHOOL DISTRICT’s Five-  
38 Year Facilities Work Program agreed to and approved by the COUNTY, the  
39 MUNICIPALITIES and the SCHOOL DISTRICT. The COUNTY and the  
40 MUNICIPALITIES hereby agree that such noncompliance, deviations, or modifications

1 will not be deemed a violation of this AGREEMENT and that the provisions of  
2 suspension will pertain to those occurrences.

3 **SECTION 13. THIRD PARTY BENEFICIARY RIGHTS**

4 The PARTIES hereby acknowledge and agree that it is not the intent of any party  
5 to this AGREEMENT to confer any rights on any persons or entities other than the  
6 PARTIES to this AGREEMENT. No person or entity not a party to this AGREEMENT  
7 shall have any claim or cause of action against either the COUNTY, the  
8 MUNICIPALITIES or the SCHOOL DISTRICT for the failure of any party to perform in  
9 accordance with the provisions of this AGREEMENT except as may be provided by law.

10 The COUNTY and each individual MUNICIPALITY that is a PARTY to this  
11 AGREEMENT agrees to notify the SCHOOL BOARD in the event of third party claim,  
12 liability, lawsuit, and damage award arising out of the performance of this  
13 AGREEMENT for any acts, failure to act, or decisions of that PARTY that are totally  
14 within the purview of that party or are the responsibility of that party under this  
15 AGREEMENT. Acts or decisions of the COUNTY or an individual municipality  
16 include, but are not limited to, the denial of an application for development approval  
17 based on school impacts after the SCHOOL DISTRICT has informed that party that  
18 adequate school capacity exists for the development.

19 **SECTION 14. COORDINATED CALENDAR FOR EDUCATIONAL**  
20 **FACILITIES PLANNING AND CAPITAL BUDGETS**

21 This agreement contemplates the following schedule of coordinated actions by the  
22 SCHOOL DISTRICT, and LOCAL GOVERNMENTS. The PARTIES agree to work  
23 together to assist each other in meeting the time requirements as set forth in this  
24 agreement or as otherwise provided by law.

25 **January:** Concurrency Service Area Planning meetings.

26 **February 1:** Annual adjustment of School Impact Fee.

27 **March-May:** Annual State Legislative Session where Budget is Adopted;  
28 Facilities Plan Workshops.

29 **April 1:** LOCAL GOVERNMENTS shall supply SCHOOL DISTRICT with  
30 information concerning population projections, certificates of occupancy, and building  
31 permit applications.

32 **May:** Joint Meetings of Planning Directors to coordinate and discuss planning  
33 issues.

34 **June:** SCHOOL BOARD holds Public Workshop on Facilities Planning.

35 **July:** School District Capital Budget published; LOCAL GOVERNMENTS  
36 adopt TRIM rates; Fiscal Year for SCHOOL DISTRICT begins.

1           **August:** Tentative District Educational Facilities Plan published.

2           **September 30:** SCHOOL BOARD adopts Annual Capital Outlay Budget based  
3 upon District Educational Facilities Plan and includes Schedule of Capital Improvements;  
4 LOCAL GOVERNMENTS adopt Budget.

5           **October 1:** SCHOOL DISTRICT shall compile 20<sup>th</sup> day student enrollment  
6 membership count; Fiscal Year for LOCAL GOVERNMENTS.

7           **October:** Joint Meetings of Planning Directors to discuss coordination of  
8 planning.

9           **November:** LOCAL GOVERNMENTS adopt Capital Improvement Element

10          **December:** Superintendent and staff discuss facilities needs for coming year.

11   **SECTION 15.           DEFINITIONS**

12          **Adequate School Capacity** – The circumstance where there is sufficient school  
13 capacity by school type, based on adopted level of service (LOS) standards, to timely  
14 accommodate the demand created by a proposed residential development.

15          **Affected Local Government** – Each LOCAL GOVERNMENT within a school  
16 attendance zone of an individual school.

17          **Ancillary facility** – Non-instructional buildings and/or sites utilized for such  
18 facilities as vehicle maintenance, warehouses, maintenance, or administrative buildings  
19 necessary to provide support services to an educational program.

20          **Auxiliary spaces** – Non-instructional spaces within an educational facility.

21          **Capacity** – The number of students that may be housed in a facility at any given  
22 time based on a utilization percentage of the total number of existing satisfactory student  
23 stations.

24          **Capacity Enhancement Agreement** – An agreement entered into by the LOCAL  
25 GOVERNMENT, SCHOOL BOARD and applicant for a comprehensive plan  
26 amendment or rezoning which increases residential densities in order for a Finding of  
27 Adequate School Capacity to be issued by the SCHOOL DISTRICT.

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

32          **Cities** - All cities (aka municipalities) in Volusia County, except those that are  
33 exempt from participating in the school concurrency program, pursuant to Section  
34 163.3180, Florida Statutes.

1           **Class Size Reduction** – Article IX, Section 1 of the Florida Constitution, which  
2 was ratified by voters in November 2002 and was implemented by Florida Statute  
3 1003.03. This amendment dictates the maximum class sizes as follows: 18 students per  
4 classroom for Pre-K through grade 3; 22 students per classroom for grades 4 – 8; and 25  
5 students per classroom for grades 9-12.

6           **Comprehensive Plan** – a plan adopted by a LOCAL GOVERNMENT that meets  
7 the requirements of Sections 163.3177 and 163.3178, Florida Statutes

8           **Concurrency** – The necessary public facilities and services to maintain the  
9 adopted level of service standards are available when the impacts of development occur.

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

12           **Concurrency Service Area Level of Service Standards** - The maximum  
13 acceptable percentage of school utilization determined by dividing the total number of  
14 students for all schools of each type in each CSA by the total number of permanent  
15 student stations for that type of school in each CSA.

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

19           **County of Volusia** - a political subdivision of the State of Florida (aka  
20 COUNTY).

21           **Development Order** – any order granting, denying, or granting with conditions  
22 an application for a development permit.

23           **Development Permit** – includes any building permit, zoning permit, subdivision  
24 approval, PUD rezoning, certification, special exception, variance, or any other official  
25 action of LOCAL GOVERNMENT having the effect of permitting the development of  
26 land.

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

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

33           **Final Development Order** - The approval of a subdivision or final plat under a  
34 local government land development regulation which authorizes construction to take  
35 place.



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

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

10           **FISH – Florida Inventory of School Houses.** An official inventory report of all  
11 district owned facilities.

12           **Five Year Work Plan** - The SCHOOL DISTRICT of Volusia County Five-Year  
13 District Facilities Work Program adopted pursuant to Section 1013.35 Florida Statutes.

14           **FTE** – full time equivalent

15           **Functional Equivalent** –\_That point in the process of residential site plan  
16 approval or subdivision approval under a Local Government's land development  
17 regulation where the concurrency management system requires a test to be made for  
18 concurrency.

19           **Land Use** – means the development that has occurred on the land, the  
20 development that is proposed by a developer on the land, or the use that is permitted or  
21 permissible on the land under an adopted comprehensive plan or element or portion  
22 thereof, land development regulations, or a land development code, as the context may  
23 indicate.

24           **Level of Service (LOS)** - The maximum measure of the utilization, expressed as  
25 a percentage, which is the result of comparing the number of students with the permanent  
26 student capacity at a given location within a designated area.

27           **Local Governments** - Volusia County and the MUNICIPALITIES (CITIES).

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

31           **Mitigation Agreement** – An agreement entered into by the LOCAL  
32 GOVERNMENT, SCHOOL BOARD and applicant for a Final Development Order  
33 which serves to provide the necessary school capacity to meet the level of service  
34 requirements within the SCHOOL BOARD’S Five Year Work Program.

35           **Municipalities** - All MUNICIPALITIES (aka CITIES) in Volusia County.

1           **Permanent Student Capacity** – The estimated number of students that can be  
2 satisfactorily housed in an educational facility at any given time based upon a percentage  
3 of satisfactory permanent student stations. In Volusia County portables are not included  
4 in permanent student capacity.

5           **Permanent Student Station** – The net square footage requirements per student  
6 based on the instructional program to be housed in the educational facility. Permanent  
7 student stations in Volusia County do not include student stations in portables.

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

13           **Required School Replacements** - A comprehensive upgrading of schools to “like  
14 new” school standards. This requires a comprehensive evaluation of schools, which have  
15 been determined to need rehabilitation, remodeling or replacement of the facility.

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

18           **SREF** – State Requirements for Educational Facilities, which dictates the  
19 standards for school construction pursuant to Florida Department of Education.

20           **School attendance area boundary** – The geographic area by which the  
21 SCHOOL BOARD determines student membership at specific schools.

22           **SCHOOL BOARD** - The governing body of the SCHOOL DISTRICT, a body  
23 corporate pursuant to Section 230.21, Florida Statutes.

24           **SCHOOL DISTRICT** - The district for Volusia County created and existing  
25 pursuant to Section 4, Article IX of the State Constitution.

26           **School District Five-Year Facilities Work Program** - The SCHOOL  
27 DISTRICT of Volusia County Five-Year Work Plan and Capital Budget as authorized by  
28 Section 1013.35 Florida Statutes.

29           **School District of Volusia County Capital Improvement Schedule** - A table of  
30 expenditures and revenues from the Capital Outlay Budget and Five Year Facilities Work  
31 Program detailing how the SCHOOL DISTRICT shall achieve and maintain the Level of  
32 Service for public school facilities.

33           **Site Plan or Subdivision** - a residential site plan approval or subdivision approval  
34 or a Functional Equivalent under a local government land development regulation which  
35 authorizes construction to begin.

1 **Timely Planned and Constructed** – Adequate educational facilities are planned  
2 for on the District Educational Facilities Plan and are on a financially feasible five-year  
3 work plan at a time to meet the needs of new development.

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

6 **SECTION 16. AMENDMENT OR WITHDRAWAL FROM AGREEMENT**

7 **A. Amending the AGREEMENT**

8 This AGREEMENT may be amended. Furthermore, this AGREEMENT shall  
9 undergo review every five (5) years to ensure its effectiveness and applicability to current  
10 regulations and/or policies.

11 **B. Withdrawal from AGREEMENT**

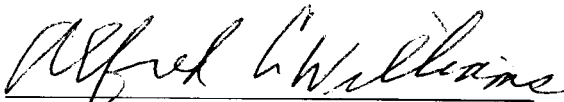
12 No PARTY shall withdraw from this AGREEMENT without notification to the  
13 Department of Community Affairs. Any PARTY that is no longer required by Section  
14 163.3177(12)(b) to adopt a Public Schools Facilities Element, shall be exempt from the  
15 School Concurrency provisions of this Agreement, but shall continue to be bound by the  
16 other provisions of this AGREEMENT.

17 **SECTION 17. EFFECTIVE DATE**

18 This AGREEMENT shall take effect on July 1, 2007.

19 IN WITNESS WHEREOF, this constitutes the entire AGREEMENT between the  
20 parties and the parties hereto have caused this AGREEMENT to be executed by their  
21 duly authorized representatives.

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



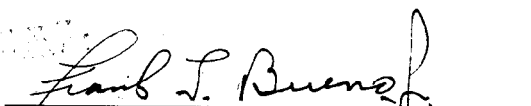
Alfred C. Williams, Ed.D.  
Chairman

ATTEST



Margaret A. Smith, D.Ed.  
Superintendent

**THE COUNTY OF VOLUSIA**



Frank T. Bruno, County Chair

ATTEST



Jim Dineen, County Manager

**THE CITY OF DAYTONA BEACH**

Glenn Ritchey, Mayor

September 19, 2007

**THE CITY OF DAYTONA BEACH  
SHORES**

ATTEST

Jennifer L. Thomas  
Jennifer Thomas, City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]  
CITY ATTORNEY

Greg Northrup, Mayor

ATTEST

Cheri Schwab, City Clerk

**THE CITY OF DEBARY**

George Coleman, Mayor

ATTEST

Maryann Courson, City Clerk

**THE CITY OF DELAND**

Bob Apgar, Mayor

ATTEST

Julie Hennessy, City Clerk

**THE CITY OF DELTONA**

Dennis Mulder, Mayor

ATTEST

Faith Miller, City Clerk

**THE CITY OF EDGEWATER**

Mike Thomas, Mayor

ATTEST

Susan Wadsworth City Clerk

**THE CITY OF DAYTONA BEACH**

\_\_\_\_\_  
Glenn Ritchey, Mayor

ATTEST \_\_\_\_\_  
Jennifer Thomas, City Clerk

**THE CITY OF DAYTONA BEACH  
SHORES**

\_\_\_\_\_  
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ATTEST \_\_\_\_\_  
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\_\_\_\_\_  
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ATTEST \_\_\_\_\_  
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ATTEST \_\_\_\_\_  
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**THE CITY OF EDGEWATER**

\_\_\_\_\_  
Mike Thomas, Mayor

ATTEST \_\_\_\_\_  
Susan Wadsworth City Clerk

**THE CITY OF DAYTONA BEACH**

\_\_\_\_\_  
Glenn Ritchey, Mayor

**ATTEST**

\_\_\_\_\_  
Jennifer Thomas, City Clerk

**THE CITY OF DAYTONA BEACH SHORES**

\_\_\_\_\_  
Greg Northrup, Mayor

**ATTEST**

\_\_\_\_\_  
Cheri Schwab, City Clerk

**THE CITY OF DEBARY**

*George Coleman*  
\_\_\_\_\_  
George Coleman, Mayor

**ATTEST**

*Stacy Tebo*  
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~~Maryann Courson~~, City Clerk  
Stacy Tebo

**THE CITY OF DELAND**

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Bob Apgar, Mayor

**ATTEST**

\_\_\_\_\_  
Julie Hennessy, City Clerk

**THE CITY OF DELTONA**

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Dennis Mulder, Mayor

**ATTEST**

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Faith Miller, City Clerk

**THE CITY OF EDGEWATER**

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Mike Thomas, Mayor

**ATTEST**

\_\_\_\_\_  
Susan Wadsworth City Clerk

**THE CITY OF DAYTONA BEACH**

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Glenn Ritchey, Mayor

ATTEST

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Jennifer Thomas, City Clerk

**THE CITY OF DAYTONA BEACH  
SHORES**

\_\_\_\_\_  
Greg Northrup, Mayor

ATTEST

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Cheri Schwab, City Clerk


**THE CITY OF DEBARY**

\_\_\_\_\_  
George Coleman, Mayor

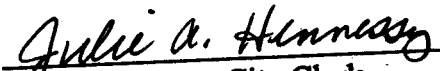
ATTEST

\_\_\_\_\_  
Maryann Courson, City Clerk

**THE CITY OF DELAND**

  
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Bob Appgar, Mayor

ATTEST

  
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Julie Hennessy, City Clerk  
9.17.07

**THE CITY OF DELTONA**

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Dennis Mulder, Mayor

ATTEST

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Faith Miller, City Clerk

**THE CITY OF EDGEWATER**

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Mike Thomas, Mayor

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Susan Wadsworth City Clerk

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Jennifer Thomas, City Clerk

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Dennis Mulder, Mayor

ATTEST   
Faith Miller, City Clerk

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Mike Thomas, Mayor

ATTEST \_\_\_\_\_  
Susan Wadsworth City Clerk



**THE CITY OF DAYTONA BEACH**

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Glenn Ritchey

**ATTEST**

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Jennifer Thomas, City Clerk

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Bob Apgar, Mayor

**ATTEST**

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Julie Hennessy, City Clerk

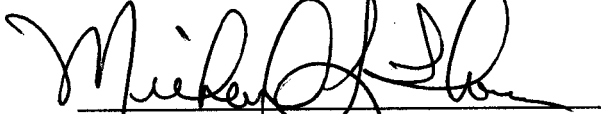
**THE CITY OF DELTONA**

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Dennis Mulder, Mayor


**ATTEST**

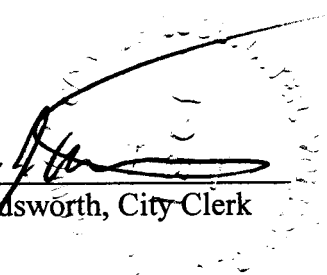
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Faith Miller, City Clerk

**THE CITY OF EDGEWATER**

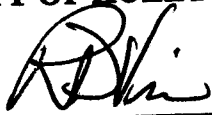
  
\_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST**

  
\_\_\_\_\_  
Susan Wadsworth, City Clerk



**THE CITY OF HOLLY HILL**



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Roland Via, Mayor

ATTEST

  
~~Jeanne Clauss, City Clerk~~  
Valerie Manning

**THE CITY OF LAKE HELEN**

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Mark Shuttleworth, Mayor

ATTEST

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Don Findell, City Administrator

**THE CITY OF NEW SMYRNA BEACH**

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James L. Vandergriff, Mayor

ATTEST

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John Hagood, City Manager

**THE CITY OF OAK HILL**

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Darry Evans, Mayor

ATTEST

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Stella MacLeod, City Clerk

**THE CITY OF ORANGE CITY**

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Albert (Ted) Erwin, Mayor

ATTEST

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Deborah Renner, City Clerk

**THE CITY OF ORMOND BEACH**

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Fred Costello, Mayor

ATTEST

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Veronica Patterson, City Clerk

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Jeaneen Clauss, City Clerk

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Veronica Patterson, City Clerk

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ATTEST \_\_\_\_\_  
Jeaneen Clauss, City Clerk

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ATTEST \_\_\_\_\_  
Don Findell, City Administrator

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ATTEST   
John Hagood, City Manager

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Stella MacLeod, City Clerk

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Deborah Renner, City Clerk

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ATTEST \_\_\_\_\_  
Veronica Patterson, City Clerk

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Roland Via, Mayor

**ATTEST**

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Jeaneen Clauss, City Clerk

**THE CITY OF LAKE HELEN**

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~~Mark Shuttleworth, Mayor~~

**ATTEST**

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~~Don Findell, City Administrator~~

**THE CITY OF NEW SMYRNA BEACH**

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James L. Vandergriff, Mayor

**ATTEST**

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John Hagood, City Manager

**THE CITY OF OAK HILL**

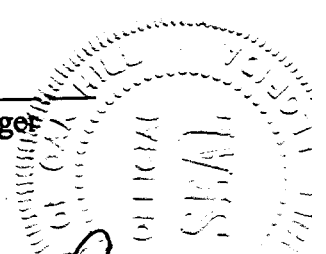
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~~Darryl Evans, Mayor~~

**ATTEST**

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Stella MacLeod, City Clerk

*Mike Thompson, Mayor*

*Stella MacLeod*  
*Administrato*



**THE CITY OF ORANGE CITY**

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Albert (Ted) Erwin, Mayor

**ATTEST**

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Deborah Renner, City Clerk

**THE CITY OF ORMOND BEACH**

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Fred Costello, Mayor

**ATTEST**

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Veronica Patterson, City Clerk

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Roland Via, Mayor

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Jeaneen Clauss, City Clerk

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Mark Shuttleworth, Mayor

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Don Findell, City Administrator

**THE CITY OF NEW SMYRNA BEACH**

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James L. Vandergriff, Mayor

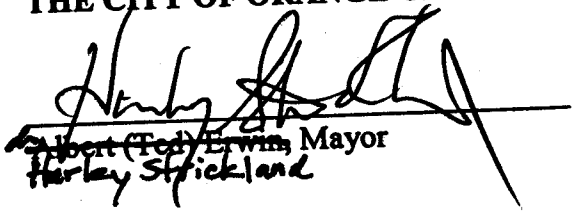
ATTEST \_\_\_\_\_  
John Hagood, City Manager

**THE CITY OF OAK HILL**

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Darry Evans, Mayor

ATTEST \_\_\_\_\_  
Stella MacLeod, City Clerk

**THE CITY OF ORANGE CITY**

  
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Robert (Ted) Erwin, Mayor  
Harley Strickland

ATTEST   
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Deborah Renner, City Clerk

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Fred Costello, Mayor

ATTEST \_\_\_\_\_  
Veronica Patterson, City Clerk

**THE CITY OF HOLLY HILL**

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Roland Via, Mayor

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Jeaneen Clauss, City Clerk

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Mark Shuttleworth, Mayor

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Don Findell, City Administrator

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John Hagood, City Manager

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Stella MacLeod, City Clerk

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Albert (Ted) Erwin, Mayor

**ATTEST**

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Deborah Renner, City Clerk

**THE CITY OF ORMOND BEACH**

*Fred Costello*  
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Fred Costello, Mayor

**ATTEST**

*Isaac D. Turner*  
*Veronica Patterson*  
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Veronica Patterson, City Clerk  
Isaac D. Turner, City Manager

**THE TOWN OF PIERSON**

James Sowell  
James Sowell, Mayor

ATTEST Debbie Bass  
~~Stacy Turner~~ City Clerk  
Debbie Bass

**THE TOWN OF PONCE INLET**

\_\_\_\_\_  
Nancy Epps, Mayor

ATTEST \_\_\_\_\_  
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**THE CITY OF PORT ORANGE**

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Allen Green, Mayor

ATTEST \_\_\_\_\_  
Ken Parker, City Manager

**THE CITY OF SOUTH DAYTONA**

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Blaine O'Neal, Mayor

ATTEST \_\_\_\_\_  
Debbie Moore, Deputy City Clerk



**THE TOWN OF PIERSON**

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James Sowell, Mayor

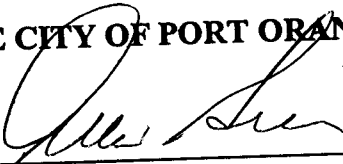
ATTEST \_\_\_\_\_  
Stacy Turner, City Clerk

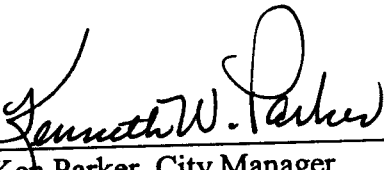
**THE TOWN OF PONCE INLET**

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Nancy Epps, Mayor

ATTEST \_\_\_\_\_  
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**THE CITY OF PORT ORANGE**

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Allen Green, Mayor

ATTEST   
\_\_\_\_\_  
Ken Parker, City Manager

**THE CITY OF SOUTH DAYTONA**

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Debbie Moore, Deputy City Clerk

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Stacy Turner, City Clerk

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Allen Green, Mayor

**ATTEST** \_\_\_\_\_

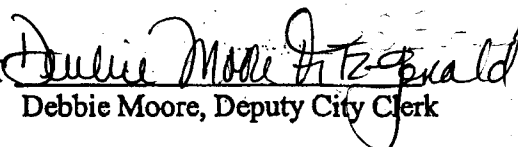
Ken Parker, City Manager

**THE CITY OF SOUTH DAYTONA**

  
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Blaine O'Neal, Mayor

**ATTEST** \_\_\_\_\_

  
Debbie Moore, Deputy City Clerk

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