INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY

Brevard County, Florida

Entered into by:

Brevard County Board of County Commissioners,
School Board of Brevard County, and
the Cities or Towns of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria
Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm
Bay, Palm-Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne

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Modified 3/15/11 for Grant-Valkaria
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INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING AND SCHOOL CONCURRENCY

Brevard County, Florida

THIS AGREEMENT is entered into with the Brevard County Board of County Commissioners (hereinafter referred to as the "County"), the Commission or Council of the Cities or Towns of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville and West Melbourne (hereinafter referred to as the "Cities"), and the School Board of Brevard County (hereinafter referred to as the "School Board"), collectively referred to as the "Parties". The Towns of Melbourne Village and Grant-Valkaria Palm Shores qualify for an exemption from the ILA for School Concurrency at this time.

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

WHEREAS, the County, Cities and the School Board are authorized to enter into this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, Florida Statutes (F. S.); and

WHEREAS, the Towns of Melbourne Village and Grant-Valkaria Palm Shores currently qualify for exemption in accordance with Section 163.3177(12)(b), F. S.; and

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

WHEREAS, the County, Cities and School Board have determined that it is necessary and appropriate for the entities to cooperate with each other to provide adequate public school facilities in a timely manner and at appropriate locations, to eliminate any deficit of permanent student stations, and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, F.S., requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

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

WHEREAS, Sections 163.3177(7) and 1013.33, F.S., require the County, Cities and School Board to establish jointly the specific ways in which the plans and processes of the school board district and the local governments are to be coordinated; and

WHEREAS, Sections 163.3177, 163.3180(13), and 1013.33, F.S., require the County, Cities and School Board to update their Public School Interlocal Agreement to establish school concurrency to satisfy Section 163.3180 (13)(g)1, F.S. and

WHEREAS, The Agreement acknowledges both the school board’s constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis, and the land use authority of local governments, including their authority to approve or deny comprehensive plan amendments and development orders; and

WHEREAS, the County and Cities are entering into this Agreement in reliance on the School Board’s obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service consistent with the timing specified in the School District’s Capital Facilities Plan, and the School Board’s further commitment to update the plan annually to add enough capacity to the Plan in each succeeding fifth year to address projected growth in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180 (13)(c)2, F.S.; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the County and Cities’ obligation to adopt amendments to their local comprehensive plans to impose School Concurrency as provided in Section 163.3180(13), Florida Statutes; and

WHEREAS, Section 1002.33(1), F.S., states that charter schools shall be part of the state’s program of public education and that all charter schools are public schools. A charter school may be formed by creating a new school or converting an existing public school to charter status.

NOW THEREFORE, be it mutually agreed among the School Board, the County and the Cities (hereinafter referred to collectively as the “Parties”) that the following definitions and procedures will be followed in coordinating land use, public school facilities planning, and school concurrency.

SECTION 1. DEFINITIONS

Adjacent Concurrency Service Area: A Concurrency Service Area which is contiguous to the boundary of another Concurrency Service Area along one side to the extent practicable, taking into account water bodies, limited access interstate corridors, and similar geographic limits. Concurrency Service Areas based on spot zoning that do not include a school within shall not be utilized in concurrency reviews for adjacency purposes.

Attendance Zone: The geographic area which identifies the public school assignment for students.
Capital Outlay Committee (COC): Committee responsible for the oversight of school concurrency.

Capital Outlay Full-Time Equivalent (COFTE): The basis for student allocation for the Florida Education Finance Program for kindergarten through grade 12, established by the Florida Department of Education.

Cities: All municipalities in Brevard County, except any of those that are exempt from the requirements of school concurrency, pursuant to Section 163.3177(12), F.S.

Charter School: Public schools of choice which operate under a performance contract, or a “charter,” in accordance with Section 1002.33, F.S.

Class Size Reduction: Florida Constitutional amendment creating class size limits for teacher to pupil ratios for core educational instruction. Beginning in the 2010 school year, a sufficient number of classrooms in a public school will permit:

1. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;

2. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and

3. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

Comprehensive Plan: A plan that meets the requirements of Sections 163.3177 and 163.3178 F.S.

Concurrency Service Area (CSA): A geographic unit adopted by the School Board and local governments within which the level of service standard is measured when an application for residential development is reviewed for school concurrency purposes.

Consistency: Compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this Agreement.

Core Facilities: The media center, cafeteria, toilet facilities and circulation space of an educational facility.

Developer: Any person, including a governmental agency, undertaking any construction.

Development Order: Any order granting, or granting with conditions, an application for a development permit.

Development Permit: Any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

Educational Facility: The buildings, equipment, structures, property and special educational use areas that are built, installed or established to serve educational purposes.
Educational Facilities Impact Fee: A fee designated to assist in the funding for acquisition and development of school facilities, owned and operated by the school district, needed to serve new growth and development.

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

Exempt Local Government: A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school attendance, per Section 163.3177(12)(b), F.S.

Financial Feasibility: An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. The requirement that level-of-service standards be achieved and maintained shall not apply if the proportionate-share process set forth in s. 163.3180(12) and (16) is used (ref. 163.3164(32) F.S.).

Five-Year Capital Facilities Work Program: The School Board’s annually adopted financially feasible, five-year list of capital improvements which provide for student capacity to achieve and maintain the adopted level of service.

Florida Inventory of School Houses (FISH): The current edition, published by the Florida Department of Education, Office of Educational Facilities, listing all land and facilities owned or acquired under a long-term (40 or more years) lease agreement by local school boards (hereinafter referred to as “FISH”).

Full-Time Equivalent (FTE) Student Count: Fall Semester: The fall semester count of all “full-time equivalent” students, pursuant to Chapter 1011.62, F.S.

Level of Service (LOS): A standard or condition established to measure utilization within a Concurrency Service Area Boundary.

Local Governments: Brevard County and its Cities.

Maximum School Utilization: The balance of student enrollment district-wide, to ensure the most efficient operation of each school within the adopted LOS standard, based on the number of permanent student stations according to the FISH inventory, taking into account the Florida Department of Education (FDOE) utilization factor, special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels to the greatest extent possible.
Permanent Capacity: The number of factored permanent satisfactory student stations in the FDOE FISH inventory.

Permanent Classroom: An area within a school that provides instructional space for students assigned to a teacher which the school board considers not temporary and cannot be relocated.

Program Capacity: A FDOE regulated space within a school used to meet the needs of special programs, including exceptional education and English for Speakers of Other Languages (ESOL) classes, which contribute to a school's capacity.

Proportionate Share Mitigation: A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development order to provide compensation for the additional demand on public school facilities created through the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

Proposed New Residential Development: Any application for new residential development or any amendment to a previously approved residential development, which results in an increase in the total number of housing units.

Public Facilities: Civic capital assets including, but not limited to, transit, sanitary sewer, solid waste, potable water, schools, parks, libraries and community buildings.

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

School Board: The governing body established Article IX, Section 4, of the Florida Constitution, which shall operate, control and supervise all free public schools within the school district and determine the rate of school district taxes within the limits prescribed.

School Capacity: The maximum number of students that can be accommodated based on factored permanent satisfactory student stations in the FDOE FISH inventory.

School Capacity Availability Determination Letter: A letter prepared by the School District of Brevard County, identifying if school capacity is available to serve a residential project, and if capacity exists, whether the proposed development is approved or vested.

School District: The School District of Brevard County is created pursuant to Article IX, Section 4, of the Florida Constitution, which establish that each county shall constitute a school district unless otherwise established upon a vote of the electors of the county.


School Impact Analysis (SIA): A formal description of a residential project subject to school concurrency review provided by the developer for School District review in accordance with Section 13.1 of this Agreement.

Spot Zone: A school attendance boundary area considered part of, but geographically detached from, the boundary area that includes the school facility.
Temporary Classroom: A movable classroom facility for non-permanent student stations.

Tentative Educational Facilities Plan: The School District's annual comprehensive capital planning document that includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods.

Tiered Level of Service: A level of service which is graduated over time, used to achieve an adequate and desirable level of service at the end of the planning period, as permitted by the Florida Statutes.

Type of School: An educational facility providing the same level of education, i.e. elementary, middle, junior/senior, or high school or special purpose school such as magnet school.

Utilization: The comparison of the total number of students enrolled to the total number of student stations (FISH) at a school facility.

SECTION 2. JOINT MEETINGS

2.1 Staff Working Group. A staff working group comprised of staff representatives from the County, School Board, and Cities will meet on a semi-annual basis, in December and July, to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

2.2 Annual Meetings of Elected Officials. One or more elected representatives of the County, each City and the School Board will meet annually in September to discuss the draft Tentative District Educational Facilities Work Plan, which includes the Five-Year Capital Facilities Program submission to DOE in a joint workshop session. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will provide the opportunity for the County, the Cities, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Parties will discuss opportunities to co-locate schools with other public facilities such as parks, libraries, and community centers to the extent possible.

2.3 Capital Outlay Committee (COC). The Parties hereby establish a Capital Outlay Committee (COC) for the purpose of reviewing potential sites for new schools, proposals for significant renovation, potential closure of existing schools and opportunities to co-locate schools with other public facilities such as parks, libraries, and community centers to the extent possible. Based on information gathered during the review, the COC will submit recommendations to the Superintendent or designee. Additionally, the COC will be a standing committee to review the School District’s annual Five-Year Capital Facilities Work Program in accordance with Section 4.1 and 10 of this Agreement, and serve as the required oversight committee for school concurrency as detailed in Section 14 of this Agreement. In addition to appropriate representatives of the School Board, the Committee will include at least one staff member from the County and a representative from each of the participating Cities.
SECTION 3. STUDENT ENROLLMENT AND POPULATION PROJECTIONS

3.1 Population And Student Enrollment Projections Distributed Annually. In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. At the first staff working group meeting of the school year described at subsection 2.1, the County and Cities shall provide updated five-year municipal population projections and the School Board will supply the annually updated student enrollment projections.

3.2 Student Projections. The School Board shall use student population projections based on information produced by demographic data, where available, as modified by the School Board based on development data and agreement with the Cities and the County.

SECTION 4. COORDINATING AND SHARING OF INFORMATION

4.1 Tentative District Educational Facilities Work Plan. By August 1st of each year, the School Board shall submit to the County, each City and the Capital Outlay Committee (COC) the Tentative District Educational Facilities Plan prior to adoption by the Board.

(a) The plan will be consistent with the requirements of Section 1013.35, F.S., and include projected student populations based on Florida Department of Education (DOE) Capital Outlay Full-Time Equivalent (COFTE) projections data, apportioned to each school based on the student projections described in Section 3.2 above, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, 20-year time periods, and options to reduce the need for additional permanent student stations.

(b) The plan will also include the financially feasible School District Capital Facilities Work Program for a 5-year period. The Cities and County shall review the plan and provide written comments to the School Board prior to September 1st.

(c) If the local government does not support the plan, the matter shall be resolved pursuant to Section 17 of this Agreement.

4.2 Educational Plant Survey. Three months prior to preparation of the Educational Plant Survey update, the staff working group established in subsection 2.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. Upon receipt of the Educational Plant Survey, the Staff Working Group will have fifteen (15) calendar days to evaluate and make recommendations regarding the location and need for new schools, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in subsections 5.2, 5.3, 6.1, 7.4 and 8.1 of this Agreement.
SECTION 5. SCHOOL SITE SELECTION, RENOVATIONS, AND SCHOOL CLOSURES

5.1 New School Sites. When the need for a new school is identified in the annual capital facilities work program, the COC will review a list of potential sites in the area of need. The list of potential sites for new schools will be submitted to the local government with jurisdiction for an assessment regarding consistency with the local government comprehensive plan. The coordination process shall be in accordance with Chapter 1013.33 F.S. as follows:

(a) To improve coordination relative to potential educational facility sites, the school board shall provide written notice to the local government that has regulatory authority over the use at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility.

(b) The local government, upon receipt of this notice, shall notify the board within 45 days if the site proposed for acquisition or lease is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to 5.1(c).

(c) As early in the design phase as feasible and consistent with this Agreement entered, but no later than 180 days before commencing construction, the district school board shall in writing request a determination of consistency with the local government's comprehensive plan.

(d) The local governing body that regulates the use of land shall determine, in writing within 45 days after receiving the necessary information and a school board's request for a determination, whether a proposed educational facility is consistent with the local comprehensive plan and consistent with local land development regulations. If the determination is affirmative, school construction may commence and further local government approvals are not required, except as provided in this section.

(e) Failure of the local governing body to make a determination in writing within 90 days after a school board's request for a determination of consistency shall be considered an approval of the school board's application. Campus master plans and development agreements must comply with the provisions of Sections 1013.30 and 1013.63 F.S.

(f) If a determination is made that a proposed school site is not consistent with the comprehensive plan, the local government shall identify whether it will support necessary amendments to the comprehensive plan required to make the school site consistent. Based on the information gathered during this review for new schools, the COC will make a recommendation to the Superintendent or designee if one or more sites have been identified, in the order of preference.

(g) If the local government does not support the proposed School District's choice for a school site, the matter shall be resolved pursuant to Section 17 of this Agreement.

5.2 School Site Plan Review. Once a school site has been selected and site design has begun, the School Board shall provide the local government the opportunity to review and comment on the proposed site plan as early in the design phase of the new public educational facilities as feasible.
(a) A local governing body may not deny the site applicant based on adequacy of the site plan as it relates solely to the needs of the school. If the site is consistent with the comprehensive plan’s land use policies and categories in which public schools are identified as allowable uses, the local government may not deny the application but it may impose reasonable development standards and conditions in accordance with s.1013.51(1) and consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established in Chapter 1013 F.S. or the Florida Building Code, unless mutually agreed to as a part of this Agreement.

5.3  Major Renovations and Closures. When the need for a major renovation that changes the primary use of a facility, including stadiums, or results in a greater than 5 percent increase or decrease in student capacity, or the closure of an educational facility has been identified by the School District, the (COC) will review the proposed change to determine the impact the renovation or closure will have on the adopted level of service for schools and provide a recommendation to the school board regarding the proposed change. The School Board shall provide the local government having jurisdiction the opportunity to review and comment on a proposed major renovation as early in the design phase as feasible, and terms as described in Paragraph 5.2(a) above shall apply to the review by the local government.

SECTION 6.  SUPPORTING INFRASTRUCTURE

6.1  Joint Consideration of On-Site and Off-Site Improvements. In conjunction with the land use consistency determination described in subsection 5.1 of this Agreement, the School Board and affected local government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed major renovation of an existing school. The School Board and the affected local government will enter into a written agreement identifying the timing, location, and the party or parties responsible for financing constructing, operating and maintaining the required improvements.

SECTION 7.  LOCAL PLANNING AGENCIES (LPA), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

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

7.2  County and City Development Applications Shared with the School Board. The County and the Cities shall give the School Board Superintendent notification of land use applications and development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities in accordance with Section 13 of this Agreement. Such notice will be provided concurrently with receipt of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and/or major residential or mixed-use development projects.
7.3 **Criteria for Evaluating Residential Development Applications.** In addition to the regulatory review process for school concurrency described in Section 13 of this Agreement, reviewing and approving Comprehensive Plan amendments, rezonings, for residential development proposals, the County and Cities will also consider the following issues, as applicable:

(a) The consideration of School Board comments on residential development proposals;
(b) The provision of school sites and facilities within neighborhoods;
(c) The compatibility of land uses adjacent to existing schools and reserved school sites;
(d) The co-location of parks, recreation and neighborhood facilities with school sites;
(e) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
(f) The existing traffic circulation pattern serving schools and their surrounding neighborhood;
(g) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
(h) The location / inclusion of school bus stops and turnarounds, and
(i) The impact of development proposals on the public school facilities capital plan.

7.4 **Formulating City and County Plans and Programs.** In formulating community development plans and programs, the County and Cities will consider the following issues:

(a) Scheduling of capital improvements that are coordinated with and meet the capital needs identified in the School District's Five-Year Capital Facilities Work Program;
(b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
(c) Targeting community development improvements in older and distressed neighborhoods near schools; and
(d) Working to address and resolve multi-jurisdictional public school issues.

**SECTION 8. CO-LOCATION AND SHARED USE**

8.1 **Co-location and Shared Use.** The co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of educational facilities and public facilities when preparing the District's Five-Year Capital Facilities Work Program. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. Opportunities for co-
location and shared use with public schools will be considered for the following:

(a) Libraries;

(b) Parks and recreation facilities;

(c) Community centers;

(d) Auditoriums;

(e) Learning centers;

(f) Museums;

(g) Performing arts centers, and

(h) Stadiums.

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

8.2 Mutual Use Agreement. For each instance of co-location and shared use, the School Board and local government shall enter into a separate agreement which addresses liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

SECTION 9. SPECIFIC RESPONSIBILITIES OF THE PARTIES

9.1 Specific Responsibilities of the County and Cities. When the Comprehensive Plan amendments adopted in accordance with Section 11 of this Agreement become effective, the County and Cities shall undertake the following activities:

(a) Adopt the required school concurrency provisions into their Land Development Regulations (LDR) consistent with the time frame established by law, the requirements of this Agreement, and the County and Cities’ comprehensive plans, unless electing to be bound by the provisions established by the County.

(b) Withhold the approval of any rezoning, site plan, preliminary plat, or functional equivalent for new residential units not exempted under Section 13.1(c) of this Agreement, until the School District has reported that there is school capacity available to serve the development being approved consistent with the requirements of this Agreement.

(c) Share information with the School District regarding population projections, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

(d) Maintain data for approved new residential development. The data shall be provided to the School District annually by October 15th, and include at a minimum, the following:
1. Development name and location

2. Total number of dwelling units by unit type (single-family, multi-family, etc.)

3. Impact fee calculation

4. Total number of dwelling units with certificates of occupancy (CO) by development

(e) Transmit site plans, preliminary plats and final plats for approved new residential development upon request by the School District, for their review and comment.

(f) Annually, coordinate with the school board the review of the entire PSFE

9.2 Specific Responsibilities of the School Board. By entering into this Agreement, the School Board agrees to undertake the following activities:

(a) Annually prepare and update a financially feasible Five-Year Capital Facilities Work Program containing enough capacity each year to meet the anticipated demand for student stations identified by the COFTE and local government population projections so that no schools exceed the adopted level of service.

(b) Institute program and/or school attendance boundary adjustments as necessary, based upon adopted School Board Policy, to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each Concurrency Service Area and each individual school operate at the adopted level of service, consistent with the requirements of this Agreement.

(c) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the School District Five-Year Capital Facilities Work Program.

(d) Consider utilizing charter schools built in conformance with School District standards to expand the capacity of the public school system and mitigate the educational impact created by the development of new residential dwelling units.

(e) Provide the County and Cities with the required data and analysis updated annually to support the comprehensive plan elements and any amendments relating to school concurrency.

(f) Adopt a ten- and twenty-year work program consistent with the requirements of this Agreement.

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

(h) Review proportionate share mitigation options for new residential development consistent with the requirements of this Agreement.

(i) Prepare annual reports on enrollment and capacity, consistent with the requirements of this Agreement.
(j) Provide necessary staff and material support for meetings of the COC as required by this Agreement.

(k) Provide information to the County and Cities regarding enrollment projections, school siting, infrastructure necessary to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

(l) Annually, coordinate with the local governments the review of the entire PSFE.

SECTION 10. SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN

10.1 School District’s Five-Year Capital Facilities Work Program. In preparation of the School District’s Five-Year Capital Facilities Work Program and each annual update, the School Board shall undertake the following:

(a) Update and adopt the School District’s Five-Year Capital Facilities Work Program for public schools in Brevard County on or before September 30th of each year, adding a new financially feasible fifth year that will achieve and maintain the adopted LOS for the five-year period.

(b) Specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.

(c) Prepare the School District’s Five-Year Capital Facilities Work Program and each annual update to provide a financially feasible program of school construction for a five (5) year period.

(d) Include school construction projects which, when completed, will add sufficient capacity to achieve and maintain the adopted LOS standard for all schools based on the projected enrollment; provide for required modernizations; and satisfy the School District’s constitutional obligation to provide a uniform system of free public schools on a county-wide basis.

(e) Include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds capacity or modernizes existing facilities; the amount of capacity added, if any; and a generalized location map for proposed schools included in the School District’s Five-Year Capital Facilities Work Program.

(f) Maximize utilization of existing schools so that proposed projects add the necessary capacity to maintain the adopted Level of Service standard.

(g) The School District’s Five-Year Capital Facilities Program and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools. The School District shall annually update the Concurrency Service Area Boundary Tables, as necessary, and the School District’s Five-Year Capital Facilities Work Program.

10.2 Tentative Educational Facilities Plan. In addition to the adopted School District’s Five-Year Capital Facilities Work Program, the School District shall annually adopt a tentative
five-year, ten-year and a twenty-year work plan based upon revenue projections, enrollment projections and facility needs for the ten-year and twenty-year period. It is recognized that the projections in the ten- and twenty-year time frames are tentative and should be used only for general planning purposes. Upon completion, the Tentative Educational Facilities Plan will be transmitted to the local governments.

10.3 Transmittal. The School District shall transmit to the County, the local governments and the COC copies of the proposed Tentative Educational Facilities Plan, which includes the Five-Year Capital Facilities Work Program, for review and comment. The annually updated Five-Year Capital Facilities Work Program demonstrates the financial feasibility of the Program. Transmittal to the COC, the Cities and the County shall occur on or before August 1st of each year commencing after the effective date of this Agreement.

10.4 Adoption. Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt the School District’s Five-Year Capital Facilities Work Program no later than September 30th, and it shall become effective no later than October 1st of each year.

10.5 Amendments to the School District’s Five-Year Capital Facilities Work Program. The School Board shall not amend the School District’s Five-Year Capital Facilities Work Program so as to modify, delay or delete any project in the first three (3) years of the Program unless the School District, with the concurrence of a majority vote by its Board members, provides written confirmation that:

(a) The modification, delay or deletion of a project is required in order to meet the School District’s constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or

(b) The modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOS to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

(c) The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; and

(d) The COC, as the required oversight committee for school concurrency as detailed in Section 14 of this Agreement, has had the opportunity to review the proposed amendment and has submitted its recommendation to the Superintendent or designee.

(e) The School Board may amend at anytime the Five-Year Capital Facilities Work Program to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the Five-Year Capital Facilities Work Program, the School Board must demonstrate its ability to maintain the financial feasibility of the Program.
SECTION 11. COMPREHENSIVE PLAN ELEMENTS

11.1 Required Comprehensive Plan Amendments. The County and the Cities agree to adopt the following Comprehensive Plan amendments upon the execution of this Agreement. All three elements (PSFE, CIE, and ICE) will be adopted in the same amendment package. The timing for the adoption of PSFE shall be set for the same time as the adoption of the ICE and the CIE update.

(a) An amended Capital Improvement Element (CIE) shall include the School Board of Brevard County Capital Facilities Work Program. The School Board's Capital Facilities Work Program in the CIE shall be adopted and annually updated consistent with the updated and adopted School District's Five-Year Capital Facilities Work Program. The School District's data and analysis shall demonstrate that the School District's Capital Facilities Work Program is financially feasible for the five year period. The amended program shall be included in the next comprehensive plan amendment, but no later than December 1st, following the annual adoption of the Five-Year Capital Facilities Work Program by the School Board.

(b) That the CIE uniformly sets forth a financially feasible public school capital facilities program, consistent with the adopted Level of Service standards for public schools.

(c) A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3177 (12) and 163.3180 Florida Statutes and this Agreement.

(d) An amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2., Florida Statutes and this Agreement.

(e) Each jurisdiction's amendments shall be consistent with this Agreement, and those adopted by the other jurisdictions as required by Section 163.3180, Florida Statutes.

11.2 Development, Adoption and Amendment of the Capital Improvements Element (CIE). The School District shall transmit the adopted Five-Year Capital Facilities Work Program based on data and analysis supporting financial feasibility and the ability to achieve and maintain the adopted LOS. The annual update or any amendment to the School District's Five-Year Capital Facilities Work Program, once adopted by the School Board, shall be transmitted to the County and the Cities. The update will include a new financially feasible fifth year to the CIE that will achieve and maintain the adopted LOS for the five year period. The County and the Cities shall adopt the School District's Five-Year Capital Facilities Work Program into the Capital Improvement Element of their Comprehensive Plans.

(a) Corrections or modifications to the School District's Five-Year Capital Facilities Work Program concerning costs, revenue sources, or acceptance of facilities pursuant to dedications, may be accomplished by ordinance, and shall not be deemed an amendment to the comprehensive plan. A copy of the ordinance shall be transmitted to the State of Florida Department of Community Affairs.

(b) The County and the Cities, by adopting “The School District of Brevard County Five-Year Capital Facilities Work Program in the Capital Improvements Element of the Local Government's Comprehensive Plan, shall have neither the obligation nor the responsibility for funding the School District Five-Year Capital Facilities Work Program.
11.3 Development, Adoption and Amendment of the Public School Facilities Element (PSFE). The County and the Cities shall adopt a Public School Facilities Element which is consistent with those adopted by the other local governments within the County. The PSFE must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C. The County and the Cities shall notify the COC when this element is adopted and when the element becomes effective.

(a) In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the COC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, F.S. The COC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.

2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

(b) Any local issues not specifically required by Statute or Rule in the PSFE may be included or modified in the Local Government PSFE by following the normal Comprehensive Plan amendment process and COC review.

11.4 Intergovernmental Coordination Element (ICE). The process for the development, adoption, and amendment of the Intergovernmental Coordination Element, for school concurrency purposes, shall be that process set forth below and pursuant to Section 163.3184, F.S.

(a) In the event that it becomes necessary to amend the ICE, the local government wishing to initiate an amendment shall request review through the COC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, F.S. The COC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.

2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

SECTION 12. SCHOOL CONCURRENCY PROGRAM

12.1 Commencement of School Concurrency. The School Concurrency Program described in this Agreement shall be implemented no later than the effective date of the Public
School Facilities Element (PSFE).

12.2 Concurrency Service Area (CSA) Boundaries. The Parties hereby agree that School Concurrency shall be measured and applied using a geographic area known as a Concurrency Service Area (CSA) which shall coincide with the school attendance boundaries, as adopted by the School Board. The mapping of the CSAs shall be included in the data and analysis of the Public School Facilities Element.

(a) The County and Cities shall adopt the standards for modification of the Concurrency Service Area boundary maps as defined here into the PSFE of the Comprehensive Plan.

1. The School District and local governments shall apply school concurrency on a less than district-wide basis, using the school attendance zones, in which the school is located, as the CSA. Use of this method will create a separate concurrency service area boundary map for each elementary, middle and high school. Each school attendance zone will become its own CSA.

2. Charter schools and magnet schools will not have their own CSA. Charter and magnet schools are open to all students residing within the district; and students are generally accepted through application approval. These special public schools vary in size, and may target a specific type of student and can limit the age groups or grade levels.

(b) As future school boundary changes are required for schools programmed in the Brevard School District Five-Year Capital Facilities Work Program, the CSAs shall be modified to the greatest extent possible to provide maximum utilization. The School District will perform as lead agency for coordination and review of proposed changes to the CSAs.

(c) Any Party may propose a change to the CSA boundaries. Prior to adopting any change, the School District must verify that as a result of the change:

1. The adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and

2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.

(d) The Parties shall observe the following process for the timing of the review and approval for modifying CSA boundary maps.

1. At such time as the School District determines that the change is appropriate considering the above standards, the School District shall transmit the proposed CSA boundaries and data and analysis to support the changes to the Cities, to the County and to the COC.

2. The County, Cities and COC shall review the proposed amendment and send their comments to the School District within forty five (45) days of receipt.

3. The change to a Concurrency Service Area boundary shall become effective upon final adoption of the new school boundaries by the School Board.
(e) The Parties hereby agree that the “spot zoned” geographic areas of a school attendance boundary do not constitute additional adjacencies.

12.3 Level of Service (LOS). To ensure the capacity of schools is sufficient to support student growth, the County, Cities and School District shall adopt a LOS for all schools of the same type. The Parties hereby agree that the desired LOS standard shall be 100% of Permanent FISH capacity for each elementary, middle, and high school, and any combination or magnet school.

(a) To ensure that the capacity of all schools is sufficient to support student growth at the adopted LOS for the five-year planning period and through the long term planning period for each CSA, the Parties hereby establish a Tiered LOS, as provided in Appendix “A” of this Agreement to achieve the adopted LOS. Upon achieving the LOS standard of 100% of Permanent FISH capacity, by school year 2011-2012, the Tiered LOS will be terminated.

(b) The School District may use a Tiered LOS standard to provide, during the five year planning period, the opportunity to eliminate any deficits in capacity while maintaining a financially feasible Five-Year Capital Facilities Work Program. During the time that the Tiered LOS is in effect, the School District shall initiate necessary program changes, boundary adjustments, and/or provide additional capacity to prevent the LOS standard from being exceeded at the end of the five–year planning period.

1. The Tiered LOS Table, provided as Appendix “A” of this Agreement, shall be incorporated in the Public School Facilities Element and Capital Improvement Element of local governments’ comprehensive plans. The Tiered LOS will be reduced over the planning period until a LOS of 100% is attained. The Tiered LOS and the timeframe necessary to achieve a LOS of 100% shall be based on the financially feasible School District Five-Year Capital Facilities Work Program as adopted by the School Board.

2. The Tiered LOS shall be supported with data and analysis demonstrating how LOS will be achieved and maintained.

12.4 School Concurrency Regulations. Each Local Government shall adopt school concurrency provisions into its land development regulations (LDR) consistent with the requirements of this Agreement.

(a) The County and the Cities shall amend their LDRs to adopt school concurrency provisions for the review of development orders.

1. In the event that any participating City does not adopt LDRs, that government shall be deemed to have “opted in” to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

2. At any time, any Local Government may opt out of the County’s implementing ordinance through implementing its own ordinance.
SECTION 13. UNIFORM SCHOOL CONCURRENCY PROCESS

13.1 General Provisions. The County, the Cities and the School Board shall ensure that the Level of Service Standard established for each school type is maintained.

(a) Upon adoption of the PSFE, no rezoning, site plan, preliminary plat, or functional equivalent for new residential development may be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 13.1 (c) of this Agreement, or until a School Capacity Availability Determination Letter (SCADL) has been issued by the School Board to the local government indicating that adequate school facilities exist.

(b) A local government may condition the approval of the residential development to ensure that the necessary school capacity is in place to meet the adopted LOS at the time of residential impacts, in order to validate or render effective the approval. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.

(c) The following residential uses shall be considered exempt from the requirements of school concurrency:

1. All single family lots of record at the time the School Concurrency implementing ordinance becomes effective.

2. Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.

3. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single-family to multi-family, etc.).

4. Any age restricted community with no permanent residents under the age of eighteen (18). Exemption of an age restricted community will be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.

5. The replacement of an existing residential dwelling unit, including those partially or entirely damaged, destroyed or demolished, with a new unit of the same type and use provided that the existing unit has been occupied at some time during the five-year period immediately preceding the construction of the new unit.

(d) Upon request by a developer submitting a land development application with a residential component, the local government or the School District may issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency.

13.2 School Concurrency Application Review

(a) Any developer submitting a development permit application (such as a rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section
13.1(c) of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis (SIA) to the local government, for review by the School District in order to determine the availability of school capacity within the adopted LOS standard.

(b) The SIA must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the SIA to the School District representative for review. A flow chart outlining the school concurrency review process is included as Appendix “C”. The process is as follows:

1. An application for residential development is submitted to the local government initiating a sufficiency review. Once deemed sufficient, the local government transmits the SIA to the School District for review. The School Board may charge the applicant a non-refundable application fee payable to the School Board to meet the cost of review.

2. The School District representative shall review the applicant's SIA for a residential development which has been submitted and deemed sufficient for processing by the applicable local government.

3. The School District representative shall review each SIA in the order in which it is received and verify whether sufficient student stations for each type of school are available or not available in the proposed development’s CSA to support the development.

   a. To determine a proposed development’s projected students, the proposed development’s projected number and type of residential units shall be converted into projected students for all schools of each type within the specific CSA using the School District Student Generation Multiplier (SGM), as established by the method described in Appendix “B,” which shall be reviewed annually and amended as necessary to reflect the current district wide student generation rates.

   b. New school capacity within a CSA which is in place or under actual construction in the first three years of the School District’s Capital Facilities Work Program will be added to the capacity shown in the CSA, and is counted as available capacity for the residential development under review.

(c) If the projected student growth from a residential development causes the adopted LOS to be exceeded in the CSA, an adjacent CSA will be reviewed for available capacity.

   1. In conducting the adjacency review, the School District shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the CSA with the next most available capacity until all adjacent CSAs have been evaluated or the available capacity has been identified to allow a SCADL approving school concurrency to be issued.

   2. If a proposed new development causes the LOS in the CSA in which it is located to exceed the adopted LOS standard and there is available capacity in an
adjacent CSA, actual development impacts shall be shifted to the contiguous CSA having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to an adjacent CSA. Sub-section 12.2(e) of this Agreement shall be observed when considering adjacent capacity.

(d) In the event that there is not adequate capacity available in the CSA in which the proposed development is located or in an adjacent CSA to support the development, the School District representative will issue a SCADL within ten (10) working days detailing why the development is not in compliance, and offer the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 13.5 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 13.5 of this Agreement.

(e) When capacity has been determined to be available, the School District representative shall issue a SCADL verifying available capacity to the applicant and the affected local government within ten (10) working days of receipt of the application.

(f) The local government shall be responsible for notifying the School District representative when a residential development has received a Concurrency Evaluation Finding of Nondeficiency or functional equivalent, when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

13.3 School Concurrency Approval. Issuance of a SCADL by the School District identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues a Concurrency Evaluation Finding of Nondeficiency, or the functional equivalent.

(a) A local government shall not issue a Concurrency Evaluation Finding of Nondeficiency or functional equivalent for a residential development until receiving confirmation of available school capacity in the form of a SCADL from the School District. Once the local government has issued a Concurrency Evaluation Finding of Nondeficiency or functional equivalent, school concurrency for the residential development shall be valid for the life of the Concurrency Evaluation Finding of Nondeficiency or functional equivalent. Expiration, extension or modification of a Concurrency Evaluation Finding of Nondeficiency or functional equivalent for a residential development shall require a new review for adequate school capacity to be performed by the School Board.

(b) Local governments shall notify the School District within ten (10) working days of any official change in the validity (status) of a Concurrency Evaluation Finding of Nondeficiency or functional equivalent for a residential development.

(c) The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School District in the form of a SCADL. Once the local government has issued a Concurrency Evaluation Finding of Nondeficiency or functional equivalent, school concurrency for the residential development shall be valid for the life of the Concurrency Evaluation Finding of Nondeficiency or functional equivalent.
13.4 Development Review Table. The School District shall create and maintain a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSAs available capacity programmed within the first three years of the current five-year capital planning period.

(a) Student enrollment projections shall be based on the most recently adopted School District Capital Facilities Work Program, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

\[
\text{Available Capacity} = \text{School Capacity}^1 - (\text{Enrollment}^2 + \text{Vested}^3)
\]

Where

1. School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District’s Capital Facilities Work Program
2. Enrollment = Student enrollment as counted at the Fall FTE.
3. Vested = Students generated from residential developments approved and receiving a SCADL after the implementation of school concurrency

(b) Using the Fall FTE, the vested number of students on the DRT will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.

13.5 Proportionate Share Mitigation. In the event there is not sufficient school capacity available to support the students generated from the proposed residential development under review, based on the student generation multiplier (SGM) calculation of students as described in Section 13.2(b)3.a, the School District shall entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the local government and developer to mitigate the impact from the development through the creation of additional school capacity.

(a) When the student impacts from a proposed development cause the adopted LOS to fail, the developer’s proportionate share will be based on the number of additional student stations necessary to meet the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle, and high school as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District’s Five-Year Capital Facilities Work Program.

(b) The methodology used to calculate a developer’s proportionate share mitigation shall be as follows:

\[
\text{Proportionate Share} = (\text{Development students} - \text{Available Capacity}) \times \text{Total Cost}^a \text{ per student station}
\]

Where

Development students = Students generated by residential development that are assigned to that school

Total Cost = the cost per student station as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school
sites as determined and published annually in the School District’s Five-Year Capital Facilities Work Program.

(c) The applicant shall be allowed to enter a negotiation period with the School District in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.

1. A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District’s Five-Year Capital Facilities Work Program. Capacity projects identified within the first three (3) years of the Five-Year Capital Facilities Work Program shall be considered as committed in accordance with Section 10.5 of this Agreement.

2. If capacity projects are planned in years four (4) or five (5) of the School District’s Five-Year Capital Facilities Work Program within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 13.5 (b) of this Agreement. This may not change the timing of the School District’s Five-Year Capital Facilities Work Program.

3. If a capacity project does not exist in the Capital Facilities Work Program, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer’s proportionate share mitigation contributions in the next update of the Program. Mitigation options may include, but are not limited to:
   a. Contribution of land or payment for land acquisition in conjunction with the provision of additional school capacity; or
   b. Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
   c. Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or
   d. Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or
   e. Construction or expansion of permanent student stations or core capacity; or
   g. Construction of a charter school designed in accordance with School District standards, providing sufficient permanent capacity to the District’s inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer
of ownership of the charter school property and/or operation of the school to the School Board.

(d) For mitigation measures (a) thru (g) above, the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit.

(e) Developer shall receive an impact fee credit for that portion of the developer's educational impact used to fund the improvements on which the proportionate share mitigation is calculated.

(f) If the proportionate share mitigation required is greater than the impact fees generated by the development, the difference between the developer's proportionate share and the impact fee credit shall be the responsibility of the developer.

(g) Any proportionate share mitigation must directed by the School Board toward a school capacity improvement identified in the School District's Five-Year Capital Facilities Work Program.

(h) Upon conclusion of the negotiation period, a second Determination Letter shall be issued. If mitigation is agreed to, the School District shall issue a new Determination Letter approving the development subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to preliminary plat, site plan approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the local government, the School District and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. In accordance with 163.3180(13)(e) F.S., having executed a legally binding commitment, school concurrency is satisfied and the development may proceed.

If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and why the development is not in compliance with school concurrency requirements. A School Capacity Determination Letter indicating either that adequate capacity is available, or that there is no available capacity following the ninety (90) day negotiation period as described in Section 13.5 of this Agreement, constitutes final agency action by the School District for purposes of Chapter 120, F.S.

13.6 Appeal Process. A person may appeal a determination made as a part of the School Concurrency Process.

(a) A person substantially affected by a School District's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.

(b) A person substantially affected by a local government decision made as a part of the School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision subject to section (a) above.
SECTION 14. OVERSIGHT

14.1 Oversight. The COC will serve as the required oversight committee for school concurrency to monitor and annually evaluate the school concurrency program and the PSFE. The committee shall appoint a chairperson, meet semi-annually in mid-September and mid-March in accordance with the laws of Florida governing public meetings, and report to participating local governments, the School Board and the general public on the effectiveness with which this Agreement is being implemented. A designee of the School Board shall be responsible for coordinating the semi-annual meeting.

(a) The monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(13)(g)(6)(c), F.S., and Section 2 of this Agreement. The COC shall be responsible for preparing an annual assessment report on the effectiveness of the School Concurrency System. The report will be made available to the public and presented at the COC March meeting.

(b) The COC members shall be invited to attend all meetings referenced in Section 2 and shall receive copies of all reports and documents produced pursuant to this Agreement. The COC shall evaluate the effectiveness of the CSAs for measuring the LOS and consider making recommendations to amend the CSA Map.

(c) By August 1st of each year, the COC shall receive the proposed School District’s Tentative District Educational Facilities Plan that includes the Five-Year Capital Facilities Work Program. The COC will report to the School District, the County, and the Cities on whether or not the proposed Five-Year Capital Facilities Work Program maintains the adopted Level of Service in each CSA by adding enough projects to increase the capacity. The COC will examine the need to eliminate any permanent student station shortfalls by including required modernization of existing facilities, and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the program.

SECTION 15. SPECIAL PROVISIONS

15.1 School District Requirements. The Parties acknowledge and agree that the School District is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. Accordingly, the County, the Cities and the School Board agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the School District's constitutional and statutory obligation to provide a uniform system of free public schools on a Countywide basis or to require the School District to confer with, or obtain the consent of, the County or the Cities, as to whether that obligation has been satisfied. Further, the County, the Cities and the School Board agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the County or City for the School District's constitutional or statutory obligation. The County and the Cities also acknowledge that the School District's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

15.2 Land Use Authority. The Parties specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.
SECTION 16.  AMENDMENT PROCESS, NOTICE, AND TERM OF AGREEMENT

16.1 Amendment of the Agreement. This Agreement may be amended by written consent of all parties to this Agreement after a COC review. The Agreement will remain in effect until amended in accordance with Florida Statutes.

16.2 Notice Requirements. County, City or Town Clerk, School Board Superintendent, or as designated by the individual.

16.3 Repeal of the Agreement. If the Florida Statute as it pertains to school planning coordination and school concurrency is repealed, the Agreement is terminated. Parties desiring to continue the Agreement may do so by written consent.

16.4 Termination of the Agreement. No party to this Agreement may terminate its participation in the agreement except through the exemption process in which a municipality may not be required to participate in school concurrency when demonstrating that all the requirements are no longer having a significant impact on school attendance, per Section 163.3177(12)(b), F.S., at the time of a local government Evaluation and Appraisal Report, by providing a sixty (60) day written notice to all other Parties to this Agreement and to the Florida Department of Community Affairs.

16.5 Withdrawal. Withdrawal from the Agreement by any party shall not alter the terms of the Agreement with respect to the remaining signatories.

SECTION 17.  RESOLUTION OF DISPUTES

17.1 Dispute Resolution. If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, F.S.

SECTION 18.  EXECUTION IN COUNTERPARTS

18.1 Agreement Execution. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be original, but all such counterparts shall, together, constitute but one in the same instrument.
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Brevard County Board of County Commissioners, the Cities and Towns of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, West Melbourne and the School Board of Brevard County on this ____________________day of __________________, 200__.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

_________________________________ Attest____________________________ (Seal)
Chairperson, Brevard County Clerk
Board of County Commissioners
DULY PASSED AND ADOPTED BY THE SCHOOL BOARD OF BREVARD COUNTY,

THIS ___________________________ Day of ______________________, 200__.

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

_________________________________  Attest____________________________ (Seal)
Chairman, School Board Brevard County     Superintendent
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF CAPE CANAVERAL, FLORIDA,
THIS ______________________ Day of ____________________, 200__.

CITY OF CAPE CANAVERAL, FLORIDA

_________________________________ Attest____________________________ (Seal)
By:                               Clerk
Duly passed and adopted by the City Council of Cocoa, Florida, this
__________________________ Day of _______________________, 200__.

CITY OF COCOA, FLORIDA

_________________________________ Attest ______________________________ (Seal)
By: ______________________________ Clerk
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF COCOA BEACH, FLORIDA,
THIS _____________________________ Day of _________________________, 200__.

CITY OF COCOA BEACH, FLORIDA

_________________________________ Attest____________________________ (Seal)
By:          Clerk
DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF INDIALANTIC, FLORIDA, THIS ______________________ Day of _____________________________, 200___.

TOWN OF INDIALANTIC, FLORIDA

_________________________________ Attest ______________________________  (Seal)

By: Clerk
DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF MALABAR, FLORIDA, THIS  
_______________________________ Day of __________________________, 200__.

TOWN OF MALABAR, FLORIDA

_________________________________ Attest ______________________________ (Seal)  
By: Clerk
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF MELBOURNE, FLORIDA, THIS
____________________________ Day of ____________________________, 200__.

CITY OF MELBOURNE, FLORIDA

_________________________________ Attest __________________________ (Seal)
By: Clerk
DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF MELBOURNE BEACH,
FLORIDA, THIS _____________________ Day of ______________________, 200___.

TOWN OF MELBOURNE BEACH, FLORIDA

_________________________________ Attest____________________________ (Seal)
By:        Clerk
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF PALM BAY, FLORIDA, THIS
______________________________ Day of _________________________, 200__.

CITY OF PALM BAY, FLORIDA

_________________________________ Attest ____________________________ (Seal)
By: Clerk
DÜLY PASSED AND ADOPTED BY THE TOWN COUNCIL OF GRANT-VALKARIA, FLORIDA,
THIS ___________________________ Day of _________________________, 200__.

TOWN OF GRANT-VALKARIA, FLORIDA

_________________________________ Attest____________________________ (Seal)
By: Clyerk
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF ROCKLEDGE, FLORIDA, THIS ___________________________ Day of _________________________, 200____.

CITY OF ROCKLEDGE, FLORIDA

_________________________________ Attest _______________________________ (Seal)

By: Clerk
Duly passed and adopted by the City Council of Satellite Beach, Florida, 
this ___________________________ day of _______________________, 200__. 

City of Satellite Beach, Florida 

_________________________________ Attest ________________________________ (Seal) 
By: Clerk
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF TITUSVILLE, FLORIDA, THIS
_______________________________ Day of ___________________________, 200___.

CITY OF TITUSVILLE, FLORIDA

_______________________________ Attest ____________________________ (Seal)
By:                        Clerk
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST MELBOURNE, FLORIDA, 
THIS _____________________________ Day of ___________________________, 200__.

CITY OF WEST MELBOURNE, FLORIDA

_________________________________ Attest ___________________________ (Seal)
By: Clerk
## APPENDIX “A”

Tiered Level of Service Table - Amended

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
<th>2011-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Schools</td>
<td>127%</td>
<td>130%</td>
<td>115%</td>
<td>105%</td>
<td>100%</td>
</tr>
<tr>
<td>Middle Schools</td>
<td>122%</td>
<td>120%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Junior / Senior High Schools</td>
<td>133%</td>
<td>135%</td>
<td>110%</td>
<td>105%</td>
<td>100%</td>
</tr>
<tr>
<td>High Schools</td>
<td>139%</td>
<td>130%</td>
<td>115%</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
Determining the number of students generated from new residential development is necessary to identify the new development’s impact on public schools. In order to calculate the number of students associated with new residential development, a student generation multiplier was created. Because the number of students living in a housing unit varies depending on the type of residential housing, the student generation rate per residential unit is based on four housing types as identified in Table 1. These housing types are: single family; multi-family; condominium/Co-Op; and mobile home.

In accordance with this Agreement, the SGM shall be reviewed annually using this methodology and amended as necessary to reflect the current district wide student generation rates.

Table 1: Brevard County School Concurrency Student Generation Multipliers (SGM)

<table>
<thead>
<tr>
<th></th>
<th>Single Family</th>
<th>Condo/Co-Op</th>
<th>Mobile Home</th>
<th>Multi Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>0.20</td>
<td>0.03</td>
<td>0.07</td>
<td>0.19</td>
</tr>
<tr>
<td>Middle</td>
<td>0.06</td>
<td>0.01</td>
<td>0.02</td>
<td>0.05</td>
</tr>
<tr>
<td>High</td>
<td>0.12</td>
<td>0.02</td>
<td>0.03</td>
<td>0.07</td>
</tr>
<tr>
<td>Total</td>
<td>0.38</td>
<td>0.06</td>
<td>0.12</td>
<td>0.31</td>
</tr>
</tbody>
</table>

Condos and Co-Ops were not aggregated with the multi-family housing type for two reasons. The real estate market for Condos/Co-Ops differs from that of multi-family housing units, such as apartments and duplexes. The difference in housing types and their associated markets generate unique student multipliers. Typically, Condos / Co-ops do not generate as many students as multi-family housing units. Secondly, the specificity of the parcel data allowed for the calculation of unique generation rates for Condo/Co-ops and multi-family housing units.

Two datasets were used to calculate the student generation rates. These datasets were the geographic information systems (GIS) property parcel file from the Brevard County Property Appraiser’s office and October 2005 student enrollment data. The 2005 student enrollment data were obtained from the School District and contained student addresses and grade level data. The student address data were geocoded to property parcel data and street centerline data to create a GIS point file with the spatial location of each student based on their address.

71,805 of the 75,646 student records (95%) were matched to a property parcel. The remaining 3,841 students were then geocoded to the street centerline file. Of these 3,841 students, 547, or 0.7 percent, were unmatched due to address errors such as post office boxes or unidentifiable address data.

A spatial join was applied to the parcel data and geocoded student data. A spatial join is a type of spatial analysis in which the attributes of features in two datasets are joined together based on the relative location of each feature. In this case, the spatial join linked the point location of each student to a specific property parcel. The result of this operation is one GIS file that contains student data as well as housing type data from the property appraiser.

This study was conducted using over 99 percent of the total student population, not a sample.
set, and the volume of data used was large enough to offset occasional housing type assignment errors. The total student population used in the multiplier analysis was 72,165. The student population used in the multiplier analysis is smaller than the total student population contained in the October 2005 enrollment data for several reasons. Students with address errors or post office box addresses were not matched to an address by geocoding. Additionally, 1,387 students who attend non-traditional schools, such as the Space Coast Marine Institute and Crosswinds, were removed from the dataset. Pre-K students were also not included in the multiplier analysis. Charter school students were included in the student population for this analysis.

Table 2 displays the number of students by housing type and school type in Brevard County as of October 29, 2005. In addition to the students summarized in Table 2, 1,096 students were not assigned to a residential land use due to errors in the parcel data and GIS analysis. These students were proportionately distributed to the four housing types based on the housing type distribution for the total student population.

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>Single Family</th>
<th>Condo/Co-Op</th>
<th>Mobile Home</th>
<th>Multi Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary (K-6)</td>
<td>30,678</td>
<td>829</td>
<td>1,490</td>
<td>4,388</td>
</tr>
<tr>
<td>Middle (7-8)</td>
<td>9,671</td>
<td>283</td>
<td>413</td>
<td>1,041</td>
</tr>
<tr>
<td>High (9-12)</td>
<td>19,626</td>
<td>446</td>
<td>585</td>
<td>1,619</td>
</tr>
<tr>
<td>All Students</td>
<td>59,975</td>
<td>1,558</td>
<td>2,488</td>
<td>7,048</td>
</tr>
</tbody>
</table>

Table 3 details the 2005 housing type counts for Brevard County. These data were obtained from several sources. The single family and Condo/Co-Op numbers are from the August 2006 property parcel GIS data. The total number of units, not the total number or parcels, was used to calculate the number of multi-family and mobile home housing units. The mobile home totals are from 2002 and published by the Florida Housing Data Clearinghouse, which is maintained by the University of Florida and these numbers are published on the county’s website. The total multi-family units are from 2005 and published by the University of Florida’s Bureau of Economic and Business Research (BEBR).

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>Single Family</th>
<th>Condo/Co-Op</th>
<th>Mobile Home</th>
<th>Multi Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupied Dwelling Units</td>
<td>157,455</td>
<td>26,286</td>
<td>20,784</td>
<td>22,881</td>
</tr>
</tbody>
</table>

To determine the student impact of a proposed residential development for school concurrency purposes, a proposed development’s projected number and type of unit are converted into the number of projected students within the specific Concurrency Service Area Boundary. Based on the generation rates in Table 1, for every 100 new single-family housing units constructed in Brevard County, 20 elementary school students will be generated for the Brevard County Public School System.