

INTERLOCAL AGREEMENT
FOR
SCHOOL BOARD AND LOCAL GOVERNMENT
COORDINATION

This INTERLOCAL AGREEMENT is made and entered into on the dates of execution by the parties by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "the COUNTY"), and the SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "the SCHOOL BOARD").

WHEREAS, it would be mutually beneficial for the COUNTY and the SCHOOL BOARD to support efforts that facilitate coordination of planning for the location and development of public educational facilities and development and land use issues that impact school sites within the County jurisdiction;

WHEREAS, Section 163.31777, Florida Statutes requires coordination between the SCHOOL BOARD and the COUNTY with regard to projections of population growth and student enrollment as well as placement and timing of facilities and infrastructure that are necessary to meet the demands of the population;

WHEREAS, Section 1013.33, Florida Statutes, requires coordination of planning between the school board and the local governing body to ensure that new or expanded public educational facilities are facilitated and coordinated in time and place with plans for residential development;

WHEREAS, Section 1013.33, Florida Statutes, states that the location of public educational facilities shall be consistent with the comprehensive plan of the appropriate local governing body and the plan's implementing land development regulations, to the extent that the regulations are not in conflict with or the subject regulated is not specifically addressed by Chapter 1013, Florida Statutes or the Florida Building Codes, unless mutually agreed by the COUNTY and the SCHOOL BOARD;

WHEREAS, Section 163.3177, Florida Statutes, 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 Board, and describes the processes for collaborative planning and public school siting;

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

WHEREAS, this Interlocal Agreement is entered into in fulfillment of that statutory requirement and in recognition of the mutual benefits derived from the coordination of planning between the COUNTY and the SCHOOL BOARD.

WHEREAS, the COUNTY and the SCHOOL BOARD have established jointly the specific ways in which their plans and processes are to be coordinated.

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the COUNTY and the SCHOOL BOARD agree that the following procedures will be followed in coordinating on planning for the location and development of public educational facilities and development and land use issues that may impact school sites:

Section 1. Joint Meetings

- 1.1 The SCHOOL BOARD shall invite the COUNTY to participate in the SCHOOL BOARD'S Long Range Planning Committee which will meet on an annual basis (at a minimum) to provide information related to facility and infrastructure planning and coordinate on these matters as needed. Staff from the COUNTY will include the planning director, equivalent position, or designee.

Section 2. Student Enrollment and Population Projections

- 2.1 The SCHOOL BOARD shall provide the latest information on student enrollment and facility utilization at each Long Range Planning Committee Meeting or as requested by the COUNTY. The SCHOOL BOARD will seek input from COUNTY with respect to population projection data as needed to help formulate enrollment projections. In fulfillment of their respective planning duties, the COUNTY and SCHOOL BOARD agree to base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.

Section 3. Coordinating and Sharing of Information

- 3.1 The information provided at the Long Range Planning Committee meetings, and by the COUNTY in general, will be taken into consideration in the annual update of the District Work Plan and the District Work Plan will be transmitted to the COUNTY as soon as it is adopted annually by the SCHOOL BOARD in accordance with Florida Statutes.
- 3.2: The information provided at the Long Range Planning Committee meetings, and by the COUNTY in general, will be taken into consideration in the updates of the Educational Plant Survey as applicable. The latest Educational Plant Survey information will be provided to the COUNTY in a timely manner if requested.
- 3.3 The SCHOOL BOARD and COUNTY will coordinate on growth and development trends throughout the year as needed and related items may be placed on the Long Range Planning Committee Agenda by any of the parties as needed for formal discussion.

Section 4. School Site Selection, Significant Renovations, and Potential School Closures

- 4.1 The School District Director of Planning and Growth Management shall maintain a Facilities Site Selection Committee and/or the standing Long Range Planning Committee for the purpose

of considering future school sites, significant renovations where facility utilization rates or uses are changing, and/or for potential school closures. The COUNTY will advise the SCHOOL BOARD of the consistency of the proposed closure, renovation, or new site with the local comprehensive plan, including appropriate circumstances and criteria under which the SCHOOL BOARD may request an amendment to the Comprehensive Plan for school siting if necessary.

4.2 The following issues will be considered to the extent practical by any Facilities Site Selection Committee and/or the Long Range Planning Committee, when evaluating new school sites, significant renovations where facility utilization rates or uses are changing, and potential closure of existing schools:

- (a) The location of schools proximate to urban service areas and/or existing population centers and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
- (b) The location of elementary schools proximate to residential neighborhoods;
- (c) The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- (d) Compatibility of the school site with present and projected uses of adjacent property;
- (e) Encouraging community redevelopment, revitalization and efficient use of existing infrastructure, and the discouragement of urban sprawl;
- (f) Site acquisition and development costs;
- (g) Safe access to and from the school site by pedestrians and vehicles;
- (h) Existing or planned availability of adequate public facilities and services to support the school;
- (i) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;

- (j) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the County as a locally significant historic or archaeological resource;
- (k) The site is well drained, and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- (l) The proposed location is not in conflict with the County's comprehensive plan, stormwater management plans, or watershed management plans;
- (m) The proposed location is not within a velocity flood zone or coastal A flood zone as delineated in the Flood Insurance Rate Maps for Citrus County;
- (n) The proposed site can accommodate the required parking, circulation and queuing of vehicles;
- (o) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.3 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the SCHOOL BOARD shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the SCHOOL BOARD within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan pursuant to section 1013.33, Florida Statutes.

Section 5. Supporting Infrastructure

5.1 In conjunction with the work plan as described in subsection 3.1 of this agreement, the SCHOOL BOARD and COUNTY will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school, and will tentatively establish the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 6. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

- 6.1 The COUNTY will include a nonvoting representative appointed by the SCHOOL BOARD on the local planning agency, or equivalent agency, to attend those meetings at which the agencies consider comprehensive plan amendments and other types of applications that may, if approved, impact public school sites and/or increase residential density on the property that is the subject of the application. The COUNTY may at their discretion grant voting status to the SCHOOL BOARD representative.
- 6.2 The SCHOOL BOARD, and the COUNTY agree to share, and coordinate information related to existing and planned school facilities; proposals for development, redevelopment, or additional development; and infrastructure required to support the school facilities. This may include consideration of sidewalks, concurrent with proposed development as well as information on proposed development that could impact school facilities including ancillary facilities such as bus compounds.
- 6.3 In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the COUNTY shall consider SCHOOL BOARD input with consideration of the following:
- (a) SCHOOL BOARD comments;
 - (b) Available school capacity or planned improvements to increase school capacity;
 - (c) The provision of school sites and facilities within planned neighborhoods;
 - (d) Compatibility of land uses adjacent to existing schools and reserved school sites;
 - (e) The collocation of parks, recreation and neighborhood facilities with school sites;
 - (f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
 - (g) Traffic circulation plans which serve schools and the surrounding neighborhood;

- (h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- (i) The inclusion of school bus stops and turnarounds.

Section 7. Collocation and Shared Use

- 7.1 Collocation and shared use of facilities are important to both the SCHOOL BOARD and COUNTY for mutual benefit and efficiency. The SCHOOL BOARD will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Work Plan. Likewise, collocation and shared use opportunities will be considered by the COUNTY 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. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.
- 7.2 A separate agreement may be developed for each instance of collocation and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use.

Section 8. Review of New Residential Development Proposals

- 8.1 The COUNTY shall accept new residential development applications within their respective jurisdictions and provide upcoming development information to the SCHOOL BOARD as part of an ongoing development proposal bulletin with respect to the location and proposed number of residential units. New residential developments shall include, but are not limited to, any proposed application for a development order to establish residential subdivisions, and other residential and/or multi-family projects including those that are controlled by a condominium association or other similar provision. This also includes any amendment to a previously

approved residential development that increases the number of housing units of 30 units or more. The applicant of the proposed development shall provide the location, project phasing or anticipated completion, and the type of units. A restrictive covenant is required for age-restricted communities consistent with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair-Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C., §3601 through 3619

- 8.2 If a proposed development raises concerns after notification, the SCHOOL BOARD will advise the COUNTY of the effect of the comprehensive plan amendment, or other land use application, on school capacity or operations.
- 8.3 If sufficient capacity is not available or planned within the 5 Year Work Plan to serve the development at the time of impact, the SCHOOL BOARD, local government, and developer can collaborate to find means to ensure sufficient capacity will exist to accommodate the development. Options include modifying the development order and/or phasing the development over time to allow for school facilities to be funded, planned, and constructed. The SCHOOL BOARD, COUNTY, and/or developer may also enter into a mitigation agreement to address this issue if necessary, utilizing prepayment of school impact fees at the 100 percent funding level. Any mitigation agreement involving land donation or prepayment of school impact fees shall be based on the adopted impact fee ordinance at the time of development order approval. For a platted subdivision this is when the improvement plans are approved. For a multi-family unit of 30 or more units, this would be when the building permit for the first unit is issued.
- 8.4 Age-restricted communities that are registered with the Florida Commission on Human Relations shall be exempt from school impact fees. The COUNTY shall be responsible for making this determination as part of the development review process and the SCHOOL BOARD shall be notified that the project is age-restricted.

Section 9. Commitment to adopt compliance with the Comprehensive Plan Amendments

- 9.1 The SCHOOL BOARD shall prepare and the COUNTY shall annually adopt into the Capital Improvements Element of their comprehensive plan the SCHOOL BOARD's five-year, District Work Plan as set forth in subsection 3.1 of this Interlocal Agreement. The SCHOOL BOARD will update the SCHOOL BOARD's five-year District Work Plan by adoption no later than October 1 of each year. The SCHOOL BOARD will transmit to the COUNTY the adopted five-year District Work Plan within 30 days of the SCHOOL BOARD's adopted date. Updated District Work Plans will be adopted by reference into the COUNTY's Capital Improvement Elements no later than December 1 of every subsequent year. The COUNTY shall have no obligation or responsibility for funding the SCHOOL BOARD's District Work Plan and the SCHOOL BOARD shall have no obligations or responsibility for funding items in the COUNTY Capital Improvement Program/Work Plan.
- 9.2 An Intergovernmental Coordination Element shall be maintained by the COUNTY to describe the joint processes used by the local government and the SCHOOL BOARD for collaborative planning and coordination on population projections and public school siting. Amendment of the Intergovernmental Coordination Element shall be done pursuant to the statutory procedures of §163.3177 Florida Statutes.

Section 10. Resolution of Disputes

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

Section 11. Oversight Process

- 11.1 The Long Range Planning Committee shall transmit an annual report to the SCHOOL BOARD to provide an overview of student enrollment and facility utilization as well as a summary of community projects and development trends that have the potential to impact the School

District. This shall be at an advertised SCHOOL BOARD meeting with opportunity for public participation. The Interlocal Agreement for School Board and Local Government Coordination in Citrus County shall also be posted on the COUNTY's and SCHOOL BOARD's websites.

Section 12. Notice

- 12.1 Notice by either party to another pursuant to this Interlocal Agreement shall be given in writing and hand-delivered or mailed as follows:

As to the SCHOOL BOARD:

School Superintendent
CITRUS COUNTY SCHOOL BOARD
1007 West Main Street
Inverness Florida 34450-4698

As to the COUNTY:

County Administrator
CITRUS COUNTY BOARD OF
COUNTY COMMISSIONERS
110 N. Apopka Ave
Inverness, FL 34450

Section 13. Construction

- 13.1 This Interlocal Agreement shall be construed as an expression of inter-agency cooperation enabling each party the most efficient use of its powers in furtherance of the objectives of Florida Statutes. However, this Interlocal Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of any party. The Parties to this Interlocal Agreement hereby acknowledge 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.

Section 14. Term and Termination

14.1 This Interlocal Agreement shall be for an initial term of one year and shall automatically be extended in one year terms unless terminated by any of the parties. Any party may terminate this Interlocal Agreement upon 30 days written notice to the other participating parties. Upon termination, the COUNTY and the SCHOOL BOARD shall use the review process identified in Section 1013.33 or successor, Florida Statutes, unless and until the agencies are able to agree and establish an alternative process for coordination. This Interlocal Agreement shall supersede all prior School planning Interlocal Agreements between the parties hereto.

Section 15. Provision for Amendment

15.1 This Interlocal Agreement may be amended by written request of either Party subject to agreement by all Parties hereto.

Section 16. Filing and Effective Date

16.1 As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Citrus County, after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

ATTEST:

Angela Vick D.C.

for ANGELA VICK, CLERK OF COURT



APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY:



DENISE A. DYMOND LYN
COUNTY ATTORNEY

CITRUS COUNTY, FLORIDA
a political subdivision of the
State of Florida

BY: 


Date: 11/5/19

JEFF KINNARD, DC.

CHAIRMAN



APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITRUS COUNTY
SCHOOL BOARD:




R. WESLEY BRADSHAW,
SCHOOL BOARD ATTORNEY

CITRUS COUNTY SCHOOL BOARD

BY: 
_____ Date: 10/2/19

THOMAS KENNEDY,
SCHOOL BOARD CHAIRMAN

ATTEST:



SANDRA "SAM" HIMMEL,
SUPERINTENDENT OF SCHOOLS