

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

This Agreement is entered into between Marion County, Florida; the City of Ocala, the City of Belleview, the City of Dunnellon, the Town of Reddick, and the Town of McIntosh (hereinafter referred to as "Local Governments"), and the School Board of Marion County, Florida (hereinafter referred to as "School Board"). The Local Governments and School Board shall hereinafter be collectively referred to as "The Parties."

WHEREAS, Section 163.31777, Florida Statutes (F.S.), requires each county and its municipalities to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, Section 163.3180, Florida Statutes, addresses optional concurrency provisions and recognizes the School Board may request the Local Governments to exercise such optional provisions; and

WHEREAS, Section 1013.33, F.S., requires the coordination of planning between the Parties, including the integration of the 5-year District Facilities Work Program and applicable policies and procedures of the School Board with the local Comprehensive Plan and land development regulations of the Local Governments; and

WHEREAS, between September and November 2003, The Parties entered into an Interlocal Agreement for public school facility planning as was required by Section 163.31777, F.S.; and

WHEREAS, Chapter 2005-290, Laws of Florida, mandated that public schools be added to the list of public facilities subject to the statewide concurrency system in Chapter 163, Part II of the Florida Statutes, and required that the Public Schools Interlocal Agreement be amended to address the public-school concurrency requirement; and

WHEREAS, on May 1st, 2008, the Marion County Amended and Restated Interlocal Agreement for Public School Facility Planning and School Concurrency executed by Marion County, the School Board and the City of Dunnellon became effective; and

WHEREAS, on September 30th, 2008, the Marion County Second Amended and Restated Interlocal Agreement for Public School Facility Planning and School Concurrency executed among The Parties became effective; and

WHEREAS, subsequent to the execution of the Marion County Second Amended and Restated Interlocal Agreement, the Florida Legislature via Chapter 2011-139, Laws of Florida, repealed the requirements for public-school concurrency and the Public Schools Facility Element, thereby making it optional; and

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

WHEREAS, in 2011, the Local Governments and the School Board had a general consensus to allow the Local Governments to remove from their Comprehensive Plans the public-school concurrency and Public Schools Facility Element requirements;

WHEREAS, in March 2022, the Parties reconvened the Technical Working Group to propose amendments to the Marion County Second Amended and Restated Interlocal Agreement for Public School Facility Planning in order to comply with Florida Statutes; and

WHEREAS, The Parties recognize their mutual obligation and responsibility for the education and general well-being of the children within the community; and

WHEREAS, The Parties recognize that by more closely coordinating their comprehensive land use and school facilities planning programs, benefits will flow to citizens and students, by facilitating the following: (1) planning for the construction and opening of public educational facilities is facilitated and coordinated – in time and place - with plans for Residential Development, (2) greater fiscal and operational efficiency for The Parties by siting schools in a manner to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student safety and access by coordinating road and sidewalk construction programs, of the Local Governments, with the construction of new and expanded schools, (4) improved urban form through the siting and designing of schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) support of existing neighborhoods through school renovation, expansion of existing schools (in judicious consideration of a school's core capacities and district established maximum capacities) and objectively siting new schools based on sound planning criteria; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, F.S., require each Local Government to adopt an Intergovernmental Coordination Element (ICE) as part of its Comprehensive Plan. The ICE states principles and guidelines to be used to accomplish coordination of the adopted Comprehensive Plan with the plans of the school boards, and it describes the processes for collaborative planning and decision making on population projections and public-school siting; and

WHEREAS, The Parties enter into this Third Amended and Restated Interlocal Agreement for Public School Facility Planning in fulfillment of statutory requirements and in recognition of the benefits accruing to their citizens and students described above.

NOW, THEREFORE, be it mutually agreed among The Parties that the following procedures will be followed in coordinating land use and public-school facilities planning:

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

SECTION 1: DEFINITIONS.

- 1.1. **Attendance Zone:** The geographic area in which all resident students are assigned to a specific school or region school.
- 1.2. **Building Permit:** An approval by a Local Government authorizing residential construction on a specific property.
- 1.3. **Capital Outlay, Full-Time Equivalent (COFTE) Projections:** Florida Department of Education (FDOE) COHORT student Enrollment projections for Florida public school districts, issued annually and based on information produced by the demographic, revenue, and education estimating conferences pursuant to s. 216.136 and s. 1013.64(3) F.S, as adjusted by the FDOE Office of Educational Facilities.
- 1.4. **Charter School:** A public school that operates under a performance contract, or a "charter" which frees them from many regulations created for traditional public schools while holding them accountable for academic and financial results.
- 1.5. **Combination School:** A school that includes any other combination of grades not specified in the Elementary, Middle, and Secondary/high categories, including K-12 schools.
- 1.6. **Combination School Capacity:** The estimated number of students (in full-time equivalency) that can be satisfactorily housed in a Combination School at any given time based upon a percentage of the total number of satisfactory Student Stations.
- 1.7. **Comprehensive Plan:** A plan that meets the requirements of Section 163.3177 F.S.
- 1.8. **Comprehensive Plan Amendment:** Any action of a Local Government which has the effect of amending, adding to, deleting from or changing an adopted Comprehensive Plan element or map or map series, including an action affecting a prior plan or plan amendment adoption ordinance.
- 1.9. **Consistent:** A development order, land development regulation or the siting of an Educational Facility shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order, regulation or siting are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government. A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

- 1.10. Development Approval:** An approval of a site plan, final subdivision, or functional equivalent issued by a Local Government.
- 1.11. District Facilities Work Program:** The 5-year listing of capital outlay projects adopted by the School Board as provided in Sections 1013.35(2)(a)2. and 1013.35(2)(b), F.S. as part of the Educational Facilities Plan.
- 1.12. Educational Facilities Plan:** The School Board's annual capital planning document for needs over 5-year, 10-year, and 20-year periods.
- 1.12.1.** Adopted Educational Facilities Plan (AEFP): The comprehensive planning document that is adopted annually by the school board as provided in Sec. 1013.35(2) and that contains the educational plant survey.
- 1.12.2.** Tentative Educational Facilities Plan (TEFP): The comprehensive planning document prepared annually by the School Board and submitted to the Office of Educational Facilities and the Technical Working Group.
- 1.13. Educational Facility:** The buildings, equipment, structures, ancillary, site improvements, and particular educational use areas built, installed, or established to serve primarily the public educational purposes and secondarily the social and recreational purposes of the community and which may lawfully be used as authorized by the Florida Statutes and approved by boards.
- 1.14. Educational Plant Survey (EPS):** A systematic study approved by the Florida Department of Education (FDOE) 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 (COFTE) counts prepared and issued by the FDOE. The EPS report shall include at least an inventory of existing educational and ancillary plants, including safe access facilities; recommendations for existing educational and ancillary plants; recommendations for new educational or ancillary plants, including the general location of each in coordination with the land use plan and safe access facilities; the utilization of school plants based on an extended school day or year-round operation; and such other information as may be required by the Department of Education. The EPS must be submitted as part of the Adopted Educational Facilities Plan.
- 1.15. Elementary School:** A school that offers more of kindergarten through grade 4 than grades 5 through 8 and no grades 9 through 12.

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

- 1.16. Enrollment or Membership:** The number of students (Pre-K to 12) enrolled in the Florida public school system based on the 120th instructional day.
- 1.17. Five-Year Capital Facilities Program:** (also Educational Facilities Work Program or Work Program or Five-Year Plan or District Educational Facilities Plan): The financially feasible listing of capital outlay projects for a 5-year period that is adopted by the school board as part of the educational facilities plan. The work program must include a schedule of major repair and renovation projects necessary to maintain educational and ancillary facilities and a schedule of capital outlay projects necessary to ensure availability of satisfactory Student Stations for the projected student Enrollment in K-12 programs.
- 1.18. Five-Year Capital Improvement Plan:** The School Board's annually adopted financially feasible, five-year list of capital improvements that address Student Capacity to achieve and maintain the adopted level of service.
- 1.19. Florida Inventory of School Houses (FISH):** A data, inventory, and numbering system used by the Florida Department of Education, Office of Educational Facilities for parcels of land, buildings, and rooms in public educational facilities to include permanent and portable Student Stations (hereinafter referred to as "FISH").
- 1.20. FISH Permanent Capacity:** The number of students that can be housed in the permanent portion of a school as determined by the design criteria defined in the State Requirements for Educational Facilities (SREF). The criteria is based on the square footage of classroom space divided by the allocated square footage per Student Station and takes into account the 18/22/25 students per classroom requirement of the class size amendment.
- 1.21. FISH Total Capacity:** The number of students that may be housed in a facility (school) at any given time based on using a percentage of the number of existing satisfactory Student Stations and a designated size for each program.
- 1.22. High School:** A school that offers more of grades 9 through 12 than grades 5 through 8 and no kindergarten through grade 4.
- 1.23. Joint Planning Workshop (JPW):** The annual meeting held by the Public-School Planning Officials (PSPO) to review the report issued by the TWG and make recommendations to the School Board 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.

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

- 1.24. Local Governments:** Marion County and its Municipalities.
- 1.25. Middle School:** A school that offers more of grades 5 through 8 than higher or lower grades but does not offer both kindergarten through grade 4 and grades 9 through 12.
- 1.26. Municipalities:** All cities and towns in Marion County.
- 1.27. Permanent Student Station:** A designated space within a permanent building or structure that can accommodate a student for an instructional program and is designated satisfactory in FISH data. The total number of Permanent Student Stations at an Educational Facility is determined by the sum of individual Permanent Student Stations. Permanent buildings or structure types are designated by the School Board and include permanently constructed buildings with a life expectancy of 50 years or more and modular buildings, as identified in FISH, with a life expectancy exceeding 35- 49 years.
- 1.28. Program Capacity:** The true number of students that can be housed in the permanent portion of a school. This measurement considers the effects of the class size amendment, the school's ability to utilize space, and the assignment of special programs that require smaller class sizes.
- 1.29. Public School Advisory Committee (PSAC):** A standing committee comprised of at least one staff member appointed by each Local Government and any other persons appointed by the School Superintendent or Designee that will meet on an as needed basis per the School Superintendent's discretion.
- 1.30. Public School Planning Officials (PSPO):** The PSPO members are comprised of the Local Government elected officials from Marion County, the Municipalities, and the Marion County School Board. The PSPO is responsible for the approval and oversight of the interlocal agreement and is required to hold a Joint Planning Workshop at least once a year.
- 1.31. Residential Development:** Any development comprised of dwelling units, in whole or in part, for permanent human habitation.
- 1.32. Redistricting:** Any change to an Attendance Zone boundary.
- 1.33. Satisfactory Permanent Student Stations:** The number of student stations in permanent structures (buildings) identified as being satisfactory in the FDOE FISH Inventory.
- 1.34. School:** An organization of students for instructional purposes on an elementary, middle or junior high school, secondary or high school, or other public-school level

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

authorized under rules of the State Board of Education. A school does not include a Charter School.

- 1.35. School Board:** The governing body established under Article IX, Section 4, Florida Constitution.
- 1.36. School Capacity:** The calculation which determines the number of students that can be served within a school building. There are five different calculations for School Capacity:
- 1.36.1.** Satisfactory Permanent Student Stations;
 - 1.36.2.** FISH Permanent Capacity;
 - 1.36.3.** FISH Total Capacity;
 - 1.36.4.** Program Capacity; and
 - 1.36.5.** Combination School Capacity.
- 1.37. School District:** The School District of Marion County is created pursuant to Article IX, Section 4 of the Florida Constitution.
- 1.38. Student Capacity:** For planning purposes, the estimated number of students (in full-time equivalency) that can be satisfactorily housed in a facility at any given time based upon a percentage of the total number of satisfactory Student Stations. Note that Student Capacity is only a measure of Student Stations not of Enrollment.
- 1.39. Student Station:** A satisfactory space within a building or structure designated in FISH can accommodate a student for an instructional program.
- 1.40. School Type:** There are five (5) types of school:
- 1.40.1.** Elementary School;
 - 1.40.2.** Middle School;
 - 1.40.3.** High School;
 - 1.40.4.** Combination School; and
 - 1.40.5.** Other schools.
- 1.41. Superintendent:** The District School Superintendent of Marion County.
- 1.42. Superintendent or Designee:** That person(s) responsible for dispatching responsibilities identified in the Interlocal Agreement which have been attributed to the Superintendent or the Superintendent's Designee.
- 1.43. Technical Working Group (TWG):** A group consisting of staff appointed by the Administrative or Elected Officials of the respective Parties plus one elected official from each governing body. The Superintendent, City/Town Managers, County Administrator (or their designees), Regional Planning Council (RPG), and the Marion County Transportation Planning Organization will also be invited to attend.

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

- 1.44. Temporary Classroom:** Also referred to as a relocatable or portable classroom. A room designated in FISH within an Educational Facility that contains Student Stations and where students receive instruction and which, the life expectancy of the structure, also as defined in FISH, is less than 25 years. Temporary Classrooms generally consist of mobile trailer structures or transportable wood frame type structures.

SECTION 2: COLLEGIAL BODIES.

- 2.1. Technical Working Group (TWG) Meetings.** During the first quarter of each calendar year, the Superintendent shall prepare a schedule of semi-annual TWG meetings, provide notice of the meeting dates and location(s) to members of the TWG, invitees and the public, and take the meeting minutes. Each Party shall be responsible for selecting the individual(s) providing representation on behalf of such Party. Any Party to this Agreement may request additional meetings as needed by providing a written request to the Superintendent who shall then provide notification of the requested meetings as set forth above. The TWG shall serve as an advisory group to the PSPO. A standard TWG agenda is included as Exhibit A.

The TWG shall be responsible for preparing a report for consideration by the PSPO. Such report may include a countywide and by Local Government summary of data pertaining to residential housing activity; Development Approvals and trends; population projections; vacant land; underutilized land; and student projections and Enrollment. The report also may evaluate and make recommendations regarding such issues as the location and need for new educational facilities, significant renovation or expansion of existing educational facilities, and closures of educational facilities; ancillary infrastructure improvements needed to support educational facilities and ensure safe access; the consistency of such plans with the local government Comprehensive Plan; and legislative changes.

Prior to convening the first TWG, each Local Government shall provide to the School Superintendent, to the extent possible, a summary of data including but not limited to residential housing activity; Development Approvals and trends; five-year population projections; vacant and underutilized lands; and a list of roadway improvements identified in the Capital Improvements Element (CIE). The Local Government data summary shall be provided by location and, to the maximum extent possible, by Traffic Analysis Zone (TAZ). Subsequent to receipt of the Local Government data summary, the School Superintendent shall transmit to the TWG a compilation of this Local Government data along with School Capacity and Enrollment data for each existing school and by Attendance Zone, planned public school facilities and their School Capacity, School Capacity

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

increases due to renovations or expansions, and lost School Capacity due to closures.

At the first meeting of each calendar year, the TWG shall select a non-elected official as the chair and vice-chair of the TWG. The chair shall announce the date, time, and location of each meeting. The School Superintendent shall provide all public notices and meeting minutes. The chair shall submit the TWG's final report to the PSPO by November 30 of that year.

An administrative subcommittee of the TWG, consisting of staff, assigned to the TWG and additional Parties' supporting staff as appropriate, shall be engaged throughout the year coordinating and sharing the information as described in Section 4. The TWG administrative subcommittee shall develop a repository, methodology and format for data sharing at their first meeting. This administrative subcommittee shall not be required to provide public notice of meetings.

- 2.2. Public Schools Planning Officials (PSPO) Joint Planning Workshop.** The Joint Planning Workshop with the PSPO shall be held in the first quarter of each calendar year. The Marion County Clerk of Court shall provide public notice and take the meeting minutes. The County Administrator shall provide the date, time, and location of the workshop and set the agenda with the assistance of the TWG. The chair and vice-chair of the PSPO will rotate between the Marion County Board chair and the School Board chair. After the adoption of the interlocal agreement, the first workshop chair will be the Marion County Board chair. The Parties shall select the TWG members (staff and elected officials) within one month after the JPW or at the adoption of the interlocal agreement. A standard JPW agenda is included as Exhibit B.

The Joint Planning Workshop shall provide opportunities for the PSPO to review the TWG report and consider any recommendations, to discuss policy, set direction and reach understandings concerning issues of mutual concern regarding public education, and coordination of land use and school facilities planning, including but not limited to, population and student growth, development trends, school needs, off-site improvements, School Capacity, school funding options to reduce the need for additional Permanent Student Stations, roadway improvements, joint use opportunities, the District Facilities Work Program, and Educational Plant Survey.

- 2.3. Public School Advisory Committee (PSAC).** The School Board will establish a PSAC for the purpose of reviewing potential sites for new schools, proposals for significant renovation or expansion, potential closure of existing schools and joint use opportunities. The Superintendent shall provide public notice to all Parties and take the meeting minutes. Based on information gathered during the review, the PSAC will issue comments to the Superintendent or Designee about

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

the merits of the sites. The Local Government can opt out of participating if the geographic area of interest is not within or adjacent to their geographic or service area boundary.

SECTION 3: STUDENT ENROLLMENT AND POPULATION PROJECTIONS.

- 3.1 Population and Student Enrollment Projections.** In fulfilling their respective planning duties, the Parties agree to coordinate and base their plans upon uniform projections of the amount, type, and distribution of population growth and student Enrollment. Five (5)-year population projections on a countywide and Local Government basis and student Enrollment data shall be reviewed annually by the TWG pursuant to Subsection 2.1.
- 3.2 Student Projections.** The Parties agree to use student population projections based on Capital Outlay Full Time Equivalent (COFTE) cohort projections issued by FDOE in the first quarter of each school year. These projections may be modified by the School Board based on local growth and development trends data and projections.
- 3.3 Enrollment projections.** Enrollment projections, and their allocation to each school and to each school Attendance Zone will be annually updated by the School Board and provided to the Local Governments each year as specified in Section 4 of this Agreement.
- 3.4 Impact fees.** The School Board may procure an Educational Facilities Impact Fee Study as needed and recommend such impact fees be adopted by the Local Governments after consideration in good faith.

SECTION 4: COORDINATING AND SHARING OF INFORMATION.

- 4.1.** The Local Governments shall provide Future Land Use Map (FLUM) amendments applications that increase residential density to the School Board within 10 working days of receipt of such complete FLUM amendments applications pursuant to Sec. 125.022, F.S., and Sec. 166.033 F.S. and, if adopted, within 40 days of adoption. The Local Governments also shall provide to one another and the School Board any updates to the Capital Improvements Element Schedule of Capital Improvements or amendments to the Transportation Element that reduce roadway capacity at least 10 working days prior to the Local Planning Agency public hearing and, if adopted, within 40 days of adoption.
- 4.2.** Tentative Educational Facilities Plan (TEFP). Annually and in conformance with Section 1013.35(2)(a), (b), and (3) F.S., prior to the adoption of the school budget, the School Board shall prepare a TEFP that includes long-range planning for facility needs over 5-year, 10-year, and 20-year periods. The School Board shall

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

submit the TEFP to, and schedule a public meeting with, the TWG. The TWG shall review the TEFP and comment to the School Board on:

- 4.2.1.** Consistency of the TEFP with the applicable Local Government comprehensive plan;
- 4.2.2.** Whether a comprehensive plan amendment will be necessary for any proposed educational facility, and
- 4.2.3.** Whether the applicable Local Government supports a necessary plan amendment.

If the Local Government does not support the comprehensive plan amendment for a proposed educational facility, the matter shall be resolved pursuant to Section 10 of this Interlocal Agreement.

- 4.3.** Adopted Educational Facilities Plan (ADEF). Annually and in conformance with Section 1013.35(4), F.S., the School Board shall consider and adopt the TEFP. Upon giving proper notice to the public and Local Governments and opportunity for public comment, the School Board may amend the TEFP to revise the priority of projects, to add or delete projects, to reflect the impact of change orders, or to reflect the approval of new revenue sources which may become available. The School Board shall make available to the Local Governments the AEFPP within 30 calendar days after adoption.
- 4.4.** The Local Governments shall provide to the School Board any increases in residential density that exceed the maximum density allowed under the applicable Future Land Use Map (FLUM) designation and which are not required to undergo a FLUM amendment within 10 working days of receipt of a development order or permit application. These density increases include, but are not limited to:
 - 4.4.1.** Incentives for graywater technologies under Section 403.892, F.S.;
 - 4.4.2.** Ten percent (10%) affordable housing incentive under Section 125.01055(6) and 166.04151(6), F.S.; and
 - 4.4.3.** Any affordable housing density bonus exempted under the Local Government's Comprehensive Plan.
- 4.5.** By February 1 of each year, Local Governments will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include information on issues that may have an impact on school facilities and student Enrollment such as:
 - 4.5.1.** future land use map amendments and rezonings which increase residential densities;
 - 4.5.2.** residential Building Permits by number of bedrooms issued during the preceding year and their location; and
 - 4.5.3.** approved subdivision plats and multi-family residential site plans.

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

- 4.6.** No later than November 1 of each year, the School Board shall make available on its website, and provide to the other Parties, the adopted Educational Facilities Plan.
- 4.7.** The Parties shall work together to develop and maintain a mechanism for tracking students generated by existing, approved and vested development and to forecast future student demand from long-term growth through the Comprehensive Plan horizon. The Parties shall consider coordinating the Comprehensive Plan and the Adopted Educational Facilities Plan horizons with the Marion County Transportation Planning Organization's Long-Range Transportation Plan horizon.

SECTION 5: SITE SELECTION, SCHOOL CLOSURES AND REDISTRICTING.

- 5.1.** When the need for a new school is identified in the district educational facilities plan or by the PSPO, the School Board staff will develop a list of potential sites in the area of need and submit that list to the PSAC. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure also will be submitted to the Local Government with jurisdiction for an informal assessment regarding consistency with the Local Government Comprehensive Plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility and other relevant issues, based on the best available data. In addition, the issues identified in Subsection 5.2 of this Agreement will be considered by both the Local Government and PSAC as each site or school is evaluated. Based on the information gathered during this review, for new schools, the PSAC will issue comments to the Superintendent about the merits of the sites. For significant renovations and potential closures, the PSAC will make appropriate recommendations.
- 5.2.** An analysis of the following will be presented by the School District Staff and will be considered by the PSAC, the School Board, and the Local Governments when evaluating new school sites and significant renovations and potential closure of existing schools:
- 5.2.1.** The location of schools proximate to urban Residential Development and contiguous to existing school sites, 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;
 - 5.2.2.** The location of Elementary Schools proximate to and within walking distance of the residential neighborhoods served;
 - 5.2.3.** **The location of Middle Schools proximate to and within bicycling distance of the residential neighborhoods served;**
 - 5.2.4.** The location of High Schools on the periphery of residential

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

- neighborhoods, with access to major roads;
- 5.2.5.** Compatibility of the school site with present and projected uses of adjacent property;
 - 5.2.6.** Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
 - 5.2.7.** Site acquisition and development costs;
 - 5.2.8.** Safe access to and from the school site by pedestrians and vehicles;
 - 5.2.9.** Existing, planned availability of, or cost to provide, adequate public facilities and services to support the school including water and sewer service, and transportation facilities;
 - 5.2.10.** Environmental constraints that would either preclude or render cost infeasible for the development or significant renovation of a public school on the site;
 - 5.2.11.** Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected Local Government as a locally significant historic or archaeological resource;
 - 5.2.12.** The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
 - 5.2.13.** The proposed location is not in conflict with the Local Government Comprehensive Plan, storm water management plans, or watershed management plans;
 - 5.2.14.** The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable Comprehensive Plan;
 - 5.2.15.** The proposed site can accommodate the required parking, circulation and queuing of vehicles; and
 - 5.2.16.** 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.
- 5.3.** 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. This preliminary notice does not constitute the Local Government's determination of consistency pursuant to Sections 1013.33(9) and (10), F.S.
- 5.4.** In the event it is determined, by the Local Government with jurisdiction over the use of the land, that a new school site, significant renovations or the potential closure of an existing school site would be inconsistent with the local Comprehensive Plan, the School Board may make application to amend the future land use map or propose appropriate text amendments to address the

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

inconsistency. If such application is made by the School Board, the Local Government with jurisdiction over the use of the land shall waive application fees, and shall process such application(s) for land use and/or text amendments, and associated rezoning or special use permits, in an expedited manner in the Local Government's next applicable application cycle.

SECTION 6: LOCAL PLANNING AGENCIES (LPA), COMPREHENSIVE PLAN AMENDMENTS, REZONING\$ AND DEVELOPMENT APPROVALS

- 6.1.** The Local Governments will include an advisory representative appointed by the School Board on the local planning agencies or equivalent agencies, to attend and provide comments at those meetings at which the agencies consider Comprehensive Plan Amendments, rezonings, and Development Approvals that would, if approved, increase residential density on the property that is the subject of the application. The Local Governments may, at their discretion, grant voting status to the School Board member.
- 6.2.** Pursuant to Section 1013.33(7), F.S., local governments may impose reasonable development standards and conditions in accordance with Section 1013.51(1), F.S., and may 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 and consistent with the interlocal agreement required by Section 163.31777, F.S.

SECTION 7: CO-LOCATION AND SHARED USE.

- 7.1.** Co-location and shared use of facilities are important to both the School Board and Local Governments. The School Board and Local Governments will work together, via the TWG, to look for opportunities to co-locate or share use of school facilities and civic facilities when preparing the District 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. For example, potential opportunities for co-location and shared use with public schools will be considered where compatible for existing or planned libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, the potential for co-location or shared use of school and governmental facilities for joint use by the community will also be considered.
- 7.2.** A separate agreement or an amendment to a master agreement between the School Board and the appropriate Local Government will be developed for each instance of co-location or shared use, which addresses legal liability, operating and maintenance

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

costs, scheduling of use, and facility supervision or any other issues that may arise from co-location or shared use.

- 7.3. All co-location projects shall comply with Section 1012.465, Florida Statutes, concerning background screening requirements for certain non-instructional school district employees and contractors (to satisfy the Jessica Lunsford Act constraints).

SECTION 8: SUPPORTING INFRASTRUCTURE.

- 8.1. The School Board and affected Local Governments will jointly determine the need for, and timing of, on-site and off-site improvements necessary to support each new school or the proposed significant expansion of an existing school, in those instances where School Capacity is being added to accommodate new student populations.
- 8.1.1. Significant expansion shall include construction improvements that result in a greater than five (5) percent increase in Student Capacity, the location of relocatables, or additions to existing buildings for High Schools with a School Capacity of more than 2,000 students.
- 8.1.2. For significant expansions to High Schools with a School Capacity of less than 2,000 and for Middle Schools, the applicable percentage shall be ten (10) percent, and for significant expansions to Elementary Schools (including K-8 centers), the applicable percentage shall be fifteen (15) percent.

The School Board and affected Local Government will enter into a letter of agreement as to the timing, location, and the Party or Parties responsible for constructing, operating and maintaining the required on-site and off-site improvements related to the expansions and new schools referenced above, respectively.

- 8.2. This section shall not be construed to require the affected local unit of government to bear any costs of infrastructure improvements related to school improvements.
- 8.3. In the construction of educational facilities and infrastructure, standards and conditions may not be imposed which conflict with the Florida Building Code (FBC). The School Board, pursuant to Section 1013.64(5)(a), F.S., is exempt from local government landscape ordinances, but must comply with FBC landscape requirements for educational facilities. The foregoing statute affords the School Board the option of complying with local government landscaping ordinances if it would be less costly than complying with the FBC.

SECTION 9: AMENDMENT PROCEDURES.

- 9.1. The procedure set forth in Subsection 9.3 of this Agreement shall apply in the event that a Party desires to Amend this Agreement.
- 9.2. The procedure set forth herein shall apply when adopting or amending the Adopted

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

Educational Facilities Plan described in Section 4.3 of this Agreement, other than the annual or semi-annual update, to the extent that the adoption or amendment affects School Capacity under this Agreement; provided, however, in the event of a catastrophic event, the School Board may amend the Adopted Educational Facilities Plan on its own to the extent necessary to adequately address the conditions caused by such event. This Subsection shall not subject the School Board to amendment procedures for Work Program scheduling, changes to maintenance, repair, renovation and capital outlay projects that do not add School Capacity.

- 9.3.** The procedures for amending this Agreement are as follows:
- 9.3.1.** The Party wishing to adopt or amend (collectively, an "amendment") one of the above-listed items shall be the "Initiating Party". The Initiating Party may be a Local Government or the School Board.
 - 9.3.2.** The Party reviewing and commenting on a proposed amendment shall be the "Reviewing Parties".
 - 9.3.3.** Before officially considering an amendment to one of the sections or subsections herein, the Initiating Party shall transmit to the Reviewing Parties a memorandum outlining the proposed amendment, and a statement regarding the impact of the proposed amendment on the Local Governments' Comprehensive Plans addressed by this Agreement. The memorandum also must include all data and analysis supporting the proposed amendment.
 - 9.3.4.** Within sixty (60) days of its receipt of a proposed amendment from the Initiating Party, the Reviewing Parties shall provide any written comments or objections to all other Parties to this Agreement. The Reviewing Parties shall indicate whether it consents to the proposed amendment or, if it does not, the reasons for withholding its consent. Representatives of the Parties may meet prior to the Reviewing Parties' submission of written comments in order to attempt to resolve any objections to the proposed amendment.
 - 9.3.5.** If the Reviewing Party is unable to consent to the proposed amendment, the matter will be resolved pursuant to the dispute resolution process set forth in Section 10 of this Agreement.
 - 9.3.6.** The Parties agree that no proposed amendment will be implemented without the consent of the Reviewing Parties or, where the consent of all Reviewing Parties is not obtained, that no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Section 10 of this Agreement.
 - 9.3.7.** The Parties agree that, once a proposed amendment has the consent of each of the Reviewing Parties, or is determined to be appropriate through dispute resolution, each Party will undertake Adopted Educational Facilities Plan, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

SECTION 10: RESOLUTION OF DISPUTES.

10.1. If the Parties to this Interlocal Agreement are unable to resolve any issue in which they may disagree covered in this Interlocal Agreement, the applicable Parties to the dispute will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, F.S., as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees and costs.

SECTION 11: OVERSIGHT PROCESS.

11.1. The PSAC as described in Subsection 2.3 shall be responsible for preparing and transmitting to the School Board an annual report. The report will be made available to the public and presented at a meeting with the date and time to be designated by the Superintendent.

SECTION 12: TERMINATION OF AGREEMENT.

12.1. Any Party to this Agreement may terminate its participation in this Agreement by providing a sixty (60) day written notice to all other Parties and to the Florida Department of Economic Opportunity, Community Planning, Development and Services.

12.2. If the Florida Statutes as they pertain to school planning coordination or an Interlocal Agreement are repealed, this Agreement may be terminated, in part or in full, by written consent of all Parties of this Agreement.

SECTION 13: MISCELLANEOUS.

13.1. Any reference herein to a Party or other person or entity will also be deemed to refer to the designee of such Party, person or entity.

SECTION 14: SEVERABILITY.

14.1. It is declared to be the intent of The Parties that if any section, subsection, sentence, clause, phrase or portion of this Interlocal Agreement is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Interlocal Agreement, and it shall be construed to have been the legislative intent to pass this Interlocal Agreement without such unconstitutional, invalid or inoperative part therein, and the remainder of this Interlocal Agreement after the exclusion of such part or parts shall be deemed and held to be valid as if such part or parts had not been included herein. If this Interlocal Agreement or any provision thereof shall be held inapplicable to any person, group of persons, property or kind of property, or

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

circumstances or set of circumstances, such holding shall not affect the applicability hereof to any other person, property or circumstance.

SECTION 15: NOTICE.

15.1. All notices which may be given pursuant to this Interlocal Agreement, except notices for meetings provided for elsewhere herein, must be in writing and addressed to the Parties indicated below or as the same may be changed in writing from time to time.

15.1. Marion County
Marion County Administrator
601 SE 25th Avenue
Ocala, Florida 34471

15.2. Marion County School Board
Superintendent of Schools
1614 E. Fort King Street
Ocala, Florida 34471

15.3. City of Belleview
City Administrator
5343 SE Abshier Boulevard
Belleview, Florida 34420

15.4. City of Dunnellon
City Clerk
20750 River Drive
Dunnellon, Florida 34431

15.5. City of Ocala
City Manager
110 SE Watula Avenue
Ocala, Florida 34471

15.6. Town of McIntosh
Town Clerk
Post Office Box 165
McIntosh, Florida 32664

15.7. Town of Reddick
Town Clerk
Post Office Box 99
Reddick, Florida 32686

**MARION COUNTY THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL
FACILITY PLANNING**

SECTION 16: EFFECTIVE DATE.

16.1. The effective date of this Agreement shall be _____, 2023.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Board of County Commissioners of Marion County, Florida this _____ day of _____, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA

Gregory C. Harrell,
Clerk of Court

Craig Curry, Chairman

Approved as to Form
and Legal Sufficiency



Marion County Attorney