

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between the City Council of the Consolidated City of Jacksonville (hereinafter referred to as "Jacksonville"), the City Commission of the City of Atlantic Beach (hereinafter referred to as "Atlantic Beach"), the Town Council of the Town of Baldwin (hereinafter referred to as "Baldwin"), the City Council of the City of Jacksonville Beach (hereinafter referred to as "Jacksonville Beach"), and the City Council of the City of Neptune Beach (hereinafter referred to as "Neptune Beach"), which are hereinafter collectively referred to as the "Cities"; and the Duval County School Board (hereinafter called the "School Board" when referring to the elected board and "Duval County Public Schools" or "DCPS" when referring to the administrative staff of the School Board).

WHEREAS, The Cities and the School Board recognize the benefits that flow to the citizens and students of the 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 Cities and the School Board by the reduction of student travel times and the placement of 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 Cities, (4) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, active recreation facilities, libraries, and other community facilities to take advantage of joint use opportunities, and (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

WHEREAS, the City Council of the Consolidated City of Jacksonville and the Duval County School Board, in June 1998, established a Joint Planning Committee to serve as an advisory body to the City Council and School Board, and charged said Joint Planning Committee to assist Jacksonville and the School Board in carrying out many of the public school facility planning responsibilities subsequently mandated in Sections 235.193 and 163.3177, Florida Statutes, and

WHEREAS, Section 235.193, Florida Statutes, requires that the location of public education facilities must be consistent with the comprehensive plans and implementing land development regulations of the appropriate Cities; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, requires 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 the adopted comprehensive plan with the plans of the school boards, and describe the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Section 163.3177(6)(h)2, Florida Statutes, further requires each county, which in this instance is the Consolidated City of Jacksonville, all of the municipalities within Duval County, and the School Board to establish by interlocal or other formal agreement executed by all affected parties, the joint processes described above consistent with their adopted intergovernmental coordination elements; and

WHEREAS, the Cities and the School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interest of the citizens of the Cities; and

WHEREAS, the Cities have jurisdiction for land use and growth management decisions within their boundaries, and

WHEREAS, the School Board has the responsibility to provide school facilities to ensure a free and adequate public education to the residents of the Cities, and

WHEREAS, the Cities and the School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available to the residents of the Cities, and

WHEREAS, the parties are authorized to enter into this interlocal agreement pursuant to Section 163.01, Section 163.3177(6)(h)2, and Section 235.193(7), Florida Statutes.

NOW, THEREFORE, be it mutually agreed between the School Board, the City Council of the Consolidated City of Jacksonville, the Town Council of the Town of Baldwin, the City Commission of the City of Atlantic Beach, the City Council of the City of Jacksonville Beach, and the City Council of the City of Neptune Beach that the following requirements, criteria, site standards, and procedures will be utilized in the siting of public school facilities:

Section 1. Joint Meetings

- 1.1 The City Councils or Commissions and the School Board will meet at least once per year in a joint workshop session. The joint workshop session will be an opportunity for the City Councils, City Commissions, and the School Board to set direction, discuss issues, and reach understandings on issues of mutual concern; including, but not limited to, coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, co-location of facilities, and joint use opportunities. The City Councils or Commissions and the School Board shall decide who will be responsible for making meeting arrangements and notifications. Additional joint workshop sessions may be held as needed to carry out the provisions of this agreement.

Section 2. Student Enrollment and Population Projections

- 2.1 A consistent method for projections of the amount, type, and distribution of population growth and student enrollment shall be achieved as follows:
 - 2.1.1 The Florida Department of Education (DOE) countywide student enrollment projections, expressed in terms of Full Time Equivalents (FTE), shall be used. These projections will be shared with the chief planning official for the Cities. If the DCPS staff and any of the chief planning officials for the Cities believe that adjustments are needed to reflect data that the DOE may have overlooked, such information shall be prepared and submitted to the DCPS for review.
 - 2.1.2 Any information provided by the chief planning officials of the Cities will be advisory only. The final authority for requesting any adjustments to the projections shall rest with the DCPS.
 - 2.1.3 On an annual basis, the allocation of student population among the various planning districts within Jacksonville and any subareas within the boundaries of Atlantic Beach, Baldwin, Jacksonville Beach, and Neptune Beach will be carried out jointly by the DCPS staff and planning staff of the Cities. The number and boundaries of such planning districts or any subareas will be determined by mutual consent of the various staffs.
 - 2.1.4 The overall enrollment projections and those of the planning districts or any subareas will be incorporated into the various plans of the Cities and the DCPS, e.g., Education Facilities Plans, Neighborhood Plans, etc., as required or desired by the respective governmental bodies.
 - 2.1.5 The Cities and the DCPS shall maintain the data needed for both short term (five years or less) and long term (more than five year) planning efforts.

Section 3. Coordinating and Sharing of Information

- 3.1 Jacksonville, acting on behalf of itself and the other Cities, will coordinate and share information with the DCPS as follows:
 - 3.1.1 The Jacksonville's Planning and Development Department will provide the DCPS with copies of the Annual Statistical Package, which includes information on population, residential building and demolition permits by type and general location.

On or about April 30th of each year, this Statistical Package will be forwarded to the DCPS. The data will be current as of December of the pre-

vious year. This package covers the cities of Jacksonville Beach, Neptune Beach, Atlantic Beach, and Baldwin.

- 3.1.2 Jacksonville's Planning and Development Department will also provide a list of all approved residential subdivisions by name, location, phases, and number of units to school personnel at least once a year on or about April 30th of each year.

The subdivision information is current and can be provided on a more frequent basis as requested by the DCPS.

- 3.1.3 When considering a Neighborhood Action Plan, District Vision Plan, a Community Redevelopment Area (CRA), or similar plans, the Cities, which are parties to this agreement, will provide a draft copy of these plans to the DCPS for comment.

- 3.1.4 Jacksonville's Department of Planning and Development will provide to the DCPS land use maps showing the boundaries of the Community Redevelopment Areas and Neighborhood Plans and District Vision Plans. These will be updated as needed.

- 3.1.5 Population Projections and population data will be shared on an annual basis as outlined in Policies 2.1 above.

- 3.2 The School Board shall coordinate and share information with the Cities as follows:

- 3.2.1 Educational Facilities Report: By November 1 of each year, the Duval County Public Schools' staff shall submit a copy of the School Board's Five-Year Work Program to the each of the five Mayors, with a copy to the chief planning officials of the Cities. The report will contain existing and projected student enrollment, the number of relocatables at each school, and projected needs. The report will contain the School Board approved Capital Improvement Plan including planned facilities and Capital Projects and funding for the next five years.

- 3.2.2 When a significant renovation or school closure is approved by the School Board, the DCPS staff shall notify the chief planning official for Jacksonville and any other affected City. If the renovation will increase or decrease a school's capacity by 30 percent or more, the chief planning officials will also be notified of the capacity change.

- 3.3 The Joint Planning Committee including both elected and citizen members will provide a review and coordination of the activities covered under this Interlocal Agreement. This Committee shall perform all of the duties outlined in Resolution

2001-65-A of the City Council of Jacksonville and the companion Resolution of the Duval County School Board approved on March 7, 2001

3.3.1 The Joint Planning Committee will meet as often as needed to cover such items, however, the Committee will meet at least twice a year to check progress and coordinate the activities set forth in the Resolutions.

Section 4. School and Public Facility Site Selection

4.1 The DCPS staff will be responsible for reviewing and recommending potential sites for new schools, proposed school closings, and significant school expansion projects; and making recommendations to the Superintendent. The DCPS staff will include the Technical Advisory Committee in its deliberations, with the Joint Planning Committee providing an advisory recommendation on the proposal.

4.2 The Cities will provide a list of needs for potential park, library, and community center sites to the Technical Advisory Committee and then to the Joint Planning Committee for consideration in formulating a recommendation concerning collocation and/or joint use.

4.3 The Technical Advisory Committee may consist of, but is not limited to, staff persons representing the following governmental agencies and departments:

4.3.1 DCPS Real Estate Officer,

4.3.2 DCPS Director of Pupil Assignment,

4.3.3 Jacksonville Department of Planning and Development,

4.3.4 Jacksonville Department of Public Works, including Traffic Engineering,

4.3.5 Jacksonville Parks and Recreation Department,

4.3.6 Jacksonville Library System,

4.3.7 City of Atlantic Beach (when needed),

4.3.8 Town of Baldwin (when needed),

4.3.9 City of Jacksonville Beach (when needed),

4.3.10 City of Neptune Beach (when needed),

4.3.11 First Coast Metropolitan Planning Organization,

- 4.3.12 Jacksonville Electric Authority,
 - 4.3.13 Jacksonville Transportation Authority (when needed), and
 - 4.3.14 Florida Department of Transportation (when needed).
- 4.4 The following issues may be considered by the DCPS staff and the Cities when evaluating potential public facility sites:
- 4.4.1 The location of public facility sites that will provide logical focal points for community activities and serve as the cornerstone for innovative urban design standards, including adequate public facilities and opportunities for joint use and co-location of school facilities and, if appropriate, emergency shelters.
 - 4.4.2 Whether existing public facilities can be expanded or rebuilt to accommodate a school facility.
 - 4.4.3 Consistency of the proposed new school site or school closing with the adopted Comprehensive Plans of the Cities and any neighborhood or district plan adopted by the Cities.
- 4.5 The Cities shall advise the DCPS as to the consistency of the proposed closure, renovation, or new site with the local comprehensive plan and any neighborhood or district plan adopted by the Cities.
- 4.6 The DCPS staff and the Technical Advisory Committee will meet on a quarterly basis to ensure ongoing planning for future public facility sites and explore opportunities for continued collaboration.

Section 5. Supporting Infrastructure

- 5.1 In conjunction with the site selection determination, the DCPS and the staffs of the Cities will jointly determine the need, responsibility for providing, and timing of any on- or off-site infrastructure improvements necessary to support a new school. To the extent that the proposed action affects on- or off-site infrastructure improvements, the same determination shall be made for the proposed renovation or expansion of an existing school.

Section 6. Comprehensive Plan Amendments, Rezonings, and Development Approvals

- 6.1 The School Board will designate and appoint a representative to serve as a non-voting member on each of the local planning agencies (LPA) of the Cities. The representative will be noticed, provided an agenda, and invited to attend and/or

provide comments to the LPA's for Jacksonville, Atlantic Beach, Baldwin, Jacksonville Beach, and Neptune Beach.

- 6.2 The Cities will provide to the School Board's representative to their LPA with copies of all land use amendments and rezoning proposals that may affect student enrollment projections or school facilities. Such notice will be provided pursuant to local notice procedures. This notice requirement applies to amendments to the Future Land Use Map of each Cities' comprehensive plan, rezonings, and Developments of Regional Impact. The Cities will also forward to the DCPS all residential subdivision reviews as part of the commenting agency review.
- 6.3 After notification by the Cities, the DCPS representative will advise the chief planning official for the appropriate City of the school enrollment impacts anticipated to result from the proposed land use application or development proposal. The comments will include whether sufficient permanent capacity exists or is planned to accommodate the impacts, based on the Five-Year District Facilities Work Program. School capacity will be reported following DOE criteria.
- 6.4 Based on the DOE definition of adequate permanent capacity, if sufficient capacity is not available or planned to serve the development at the time of impact, the DCPS may specify how it proposes to meet the anticipated student enrollment demand; alternatively, the DCPS, Cities, and developer may collaborate to find a means to ensure sufficient permanent capacity will exist to accommodate the development, such as, developer contributions, project planning, and required facility improvements.
- 6.5 In reviewing and approving land use applications and development proposals, the Cities may consider such issues, as applicable:
 - 6.5.1 Reservations for school sites and facilities within planned neighborhoods.
 - 6.5.2 Compatibility of land uses adjacent to existing schools and reserved school sites.
 - 6.5.3 The co-location of parks, recreation, and community facilities in conjunction with existing and proposed school sites.
 - 6.5.4 The linkage of schools, parks, libraries, and other public facilities with bikeways, trails, and sidewalks.
 - 6.5.5 Targeting community development improvements in older and distressed neighborhoods near schools.
 - 6.5.6 The development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improve-

ments, sidewalks to schools, off-site signalization, or safety-related signage.

- 6.5.7 The location of school bus and mass transit stops and turnarounds in new developments.
 - 6.5.8 Private sector identification and/or implementation of creative solutions to developing adequate school facilities in residential developments.
 - 6.5.9 Use of a school building and/or site as a part of the emergency management plan, e.g., as shelter bed space.
 - 6.5.10 Available permanent school capacity or planned improvements to increase school capacity.
 - 6.5.11 Results of the Population Projection Model developed by Jacksonville and DCPS staff.
- 6.6 Jacksonville will invite the DCPS staff to participate in the development of any Neighborhood Action Plans, District Vision Plans, or any other broader planning activities as may occur in the future. The DCPS staff will be extended the same invitation by Atlantic Beach, Baldwin, Jacksonville Beach, and Neptune Beach when undertaking such planning activities within their respective boundaries.

Section 7. Educational Plan Survey and Five-Year District Facilities Work Program

- 7.1 At least one year before the preparation of the Educational Plan Survey update, the Technical Advisory Group established in subsection 4.2 of this agreement will make recommendations to DCPS staff regarding the location of new schools or improvements to existing schools.
- 7.2 The DCPS staff will provide the proposed annual update of the Five-Year Facilities Work Program to the Mayors of the Cities, with a copy to each chief planning official. The chief planning officials will respond to the DCPS regarding any inconsistencies that are identified with the adopted Comprehensive Plans of each of the Cities.
- 7.3 The DCPS will address capacity issues for each project in the Five-Year Work Program.

Section 8. Co-Location

- 8.1 Co-location of facilities is important to the School Board, the Cities, and the public. The DCPS and Cities will continue to explore opportunities for future sharing of school sites, public parks, and libraries. The DCPS will consider co-location

when preparing its Educational Plant Survey, and the Cities will consider co-location when preparing their Comprehensive Plan's schedule of capital improvements. For example, opportunities for co-location will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location of school and governmental facilities for health care and social services will be considered.

Section 9. Joint Use

9.1 Joint use of facilities is important to the School Board, the Cities, and the public. The DCPS and Cities will continue to explore opportunities for joint use of existing and proposed school sites, public parks, and libraries. The DCPS will consider joint use when preparing its Educational Plant Survey, and the Cities will consider joint use when preparing their Comprehensive Plan's schedule of capital improvements. For example, opportunities for joint use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, joint use of school and governmental facilities for health care and social services will be considered.

9.1.1 The DCPS and the Cities will create and complete a matrix that exhibits which sites are available for joint and/or public use. This matrix will be updated on a yearly basis and made readily available to the public. The DCPS and the Cities will have the final decision as to any joint use of their respective facilities.

9.1.2 Each joint use site will have a Memorandum of Understanding. The Memorandum of Understanding will include specific details of the agreement. These details may include such topics as:

9.1.2.1 Legal liabilities of the parties,

9.1.2.2 Use by neighborhood associations, public entities, and athletic groups;

9.1.2.3 User fee charges, operating, and maintenance costs;

9.1.2.4 Hours available for use;

9.1.2.5 Staffing requirements, including facility supervision and timely clean up and maintenance plans;

9.1.2.6 Requirements for liability insurance to be provided, if appropriate;

- 9.1.2.7 Responsibilities for ensuring the facilities or property are properly ready for the site owner's primary use following use by others, including dispute resolution procedures;
- 9.1.2.8 Dispute resolution, appeals, cancellation or dissolution agreements, including issues related to past financial expenditures; and
- 9.1.2.9 Any other issues that may arise from joint use.

9.1.3 It is the responsibility of the second party user to satisfy the property or facility owner, via the Memorandum of Understanding, that the primary functions intended for the property or facility are not adversely affected by the second party's use. Such primary use purposes will be satisfactorily sustained as a condition of continuing operations under the terms of the Memorandum of Understanding.

- 9.2 The emergency management officials of the Cities shall work with the DCPS facilities staff to identify schools, both existing and proposed, which can serve as emergency shelter sites.
- 9.3 Jacksonville will work with the DCPS to ensure that the shelter bed fee described in Policies 7.2.5, 7.2.6, and 7.2.7 of the Conservation Element of Jacksonville's Comprehensive Plan are enforced.

Section 10. Resolution of Disputes

- 10.1 If the parties to this agreement fail to resolve any conflicts related to issues covered in this agreement, such dispute will be resolved in accordance with the governmental conflict resolution procedures outlined in Chapters 164 and 186, Florida Statutes.

Section 11. Public Input and Oversight

- 11.1 Each of the Cities and the School Board shall hold at least one public hearing before the adoption of this agreement and before approving any amendments to this agreement. The public hearing(s) shall be held, after notice is given according to the law, following the normal rules and procedures of each of the Cities. The public may provide both written and oral comments on the agreement at the scheduled public hearing(s).
- 11.2 A copy of this Interlocal Agreement will be posted on the City of Jacksonville website; and, if applicable, the websites of the other Cities. A copy of the Interlocal Agreement will be placed in each of the branch libraries of the Jacksonville Library system.

- 11.3 An annual report will be prepared by the Joint Planning Committee. This annual report shall be made available for public review and comment. A copy of the report will be sent to the Mayors of the Cities and the School Board. A copy of the Annual Report will be posted on the City of Jacksonville website; and, if applicable, the websites of the other Cities. A copy of the annual report will be placed in each of the branch libraries of the Jacksonville Library system.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Duval County, on this ____ day of _____, 2003.

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA:

[Insert standard signature block]

(CORPORATE SEAL)

State of Florida, County of Duval

WITNESS my hand and official seal this ____ of _____, A.D. 2003.

(AFFIX NOTARY SEAL)

Print Name _____

My Commission Expires _____

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Consolidated City of Jacksonville, on this ____ day of _____, 2003.

THE CONSOLIDATED CITY OF JACKSONVILLE, FLORIDA:

ATTEST:

CITY OF JACKSONVILLE

By: _____

Corporation Secretary
117 West Duval Street
Jacksonville, FL 32202

By: _____

Mayor
117 West Duval Street
Jacksonville, FL 32202

(CORPORATE SEAL)

Form Approved:

By: _____

Assistant General Counsel

State of Florida)
County of Duval)

On this ____ day of _____, 2003, before me, the undersigned notary public appeared _____ and _____, whose titles are Mayor and Corporation Secretary, respectively, for the Consolidated City of Jacksonville, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the Consolidated City of Jacksonville, Florida, for the purposes therein contained.

Such persons did not take an oath and ____ were personally known to me, ____ produced a current Florida driver's license or identification; or ____ produced _____ as identification.

WITNESS my hand and official seal this ____ of _____, A.D. 2003.

(AFFIX NOTARY SEAL)

Print Name _____

My Commission Expires _____

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Atlantic Beach, on this ____ day of _____, 2003.

THE CITY OF ATLANTIC BEACH, FLORIDA:

ATTEST:

CITY OF ATLANTIC BEACH

By: _____
City Clerk

By: _____
Mayor

(CORPORATE SEAL)

State of Florida)
County of Duval)

On this ____ day of _____, 2003, before me, the undersigned notary public appeared _____ and _____, whose titles are Mayor and City Clerk, respectively, for the City of Atlantic Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Atlantic Beach, Florida, for the purposes therein contained.

Such persons did not take an oath and ____ were personally known to me, ____ produced a current Florida driver's license or identification; or ____ produced _____ as identification.

WITNESS my hand and official seal this ____ of _____, A.D. 2003.

(AFFIX NOTARY SEAL)

Print Name _____

My Commission Expires _____

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town of Baldwin, on this ____ day of _____, 2003.

THE TOWN OF BALDWIN, FLORIDA:

ATTEST:

TOWN OF BALDWIN

By: _____
City Clerk

By: _____
Mayor

(CORPORATE SEAL)

State of Florida)
County of Duval)

On this ____ day of _____, 2003, before me, the undersigned notary public appeared _____ and _____, whose titles are Mayor and City Clerk, respectively, for the Town of Baldwin, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the Town of Baldwin, Florida, for the purposes therein contained.

Such persons did not take an oath and ____ were personally known to me, ____ produced a current Florida driver's license or identification; or ____ produced _____ as identification.

WITNESS my hand and official seal this ____ of _____, A.D. 2003.

(AFFIX NOTARY SEAL)

Print Name _____

My Commission Expires _____

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Jacksonville Beach, on this ____ day of _____, 2003.

THE CITY OF JACKSONVILLE BEACH, FLORIDA:

ATTEST:

CITY OF JACKSONVILLE BEACH

By: _____
City Clerk

By: _____
Mayor

(CORPORATE SEAL)

State of Florida)
County of Duval)

On this ____ day of _____, 2003, before me, the undersigned notary public appeared _____ and _____, whose titles are Mayor and City Clerk, respectively, for the City of Jacksonville Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Jacksonville Beach, Florida, for the purposes therein contained.

Such persons did not take an oath and ____ were personally known to me, ____ produced a current Florida driver's license or identification; or ____ produced _____ as identification.

WITNESS my hand and official seal this ____ of _____, A.D. 2003.

(AFFIX NOTARY SEAL)

Print Name _____

My _____ Commission

Expires

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Neptune Beach, on this ____ day of _____, 2003.

THE CITY OF NEPTUNE BEACH, FLORIDA:

ATTEST:

CITY OF NEPTUNE BEACH

By: _____
City Clerk

By: _____
Mayor

(CORPORATE SEAL)

State of Florida)
County of Duval)

On this ____ day of _____, 2003, before me, the undersigned notary public appeared _____ and _____, whose titles are Mayor and City Clerk, respectively, for the City of Neptune Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Neptune Beach, Florida, for the purposes therein contained.

Such persons did not take an oath and ____ were personally known to me, ____ produced a current Florida driver's license or identification; or ____ produced _____ as identification.

WITNESS my hand and official seal this ____ of _____, A.D. 2003.

(AFFIX NOTARY SEAL)

Print Name _____

My Commission Expires _____