

**Interlocal Agreement for Coordinated Planning,
Public Educational Facility Siting and Review
and School Concurrency in Clay County**

**Clay County
School District of Clay County
City of Green Cove Springs
City of Keystone Heights
Town of Orange Park**

June 21, 2005

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**Effective Date:
September 1, 2006**

Prepared For:
Clay County

Prepared By:



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and Associates, Inc.

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**INTERLOCAL AGREEMENT
FOR COORDINATED PLANNING,
PUBLIC EDUCATIONAL FACILITY SITING AND REVIEW
AND SCHOOL CONCURRENCY
IN CLAY COUNTY**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "**Agreement**") ~~made this 21st day of June, 2005, ("effective date") is entered into~~ by and between ~~the~~ Clay County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), ~~The City or Town Council of the Cities of Green Cove Springs and Keystone Heights, and the Town of Orange Park,~~ (hereinafter referred to as "Cities") and the School ~~District Board~~ of Clay County (hereinafter referred to as the "School Board"), a public agency of the State of Florida, (hereinafter collectively referred to as the "Parties.") ~~(hereinafter referred to as the "School Board").~~ ~~Not participating in this Agreement is the Town of Penny Farms. This jurisdiction qualifies for exemption pursuant to the provisions of Section 163.3177 (12)(b), Florida Statutes.~~

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

WHEREAS, the Town of Penney Farms qualifies for exemption pursuant to the provisions of Section 163.3177 (12)(b), Florida Statutes (F.S.); and

WHEREAS, the Parties are authorized to enter into and update this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, F. S.; and

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

WHEREAS, per Sections 163.31777, 163.3180(13), and 1013.33 F.S. Florida Statutes, the County, Cities and School Board must update their Public School Interlocal Agreement to establish school concurrency; and

WHEREAS, Section 163.3180(13), F.S. Florida Statutes, requires the County, Cities and the School Board to adopt a School Concurrency program; and

WHEREAS, Section 1013.33 F.S, requires coordination of planning between the School Boards and local governing bodies to ensure that new or expanded public educational facilities are facilitated and coordinated in time and place with plans for residential development concurrently with other services; and

~~**WHEREAS**, it is mutually beneficial for the County and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Clay County; and~~

WHEREAS, the County, Cities and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities' planning programs. These benefits include: (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board, Cities and County through the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water lines, sewer lines 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 and County, (4) better location and design of schools so that they serve as community focal points, (5) improved location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) better location of new schools and expansion and rehabilitation modeling of existing schools in order to reduce pressures contributing to urban sprawl; and

~~**WHEREAS**, Section 1013.33(1) Florida Statutes, provides that each School Board shall determine the location of proposed educational centers or campuses and that in making this determination, the School Board shall consider existing and anticipated site needs and the most economical and practicable locations of sites. The School Board shall coordinate with the long range or comprehensive plans of local, regional and state governmental agencies to assure the compatibility of such plans with site planning; and~~

~~**WHEREAS**, Section 1013.33(1) Florida Statutes, requires coordination of planning between the School Boards and local governing bodies to ensure that new or expanded public educational facilities are facilitated and coordinated in time and place with plans for residential development concurrently with other services; and~~

~~**WHEREAS**, Section 1013.33(3)(b), Florida Statutes, in order to encourage and facilitate such planning, provides that the School Board and the County must share and coordinate information related to existing and planned public school facilities, proposals for development, redevelopment or additional development, and infrastructure required to support the public school facilities concurrent with the proposed development; and~~

~~**WHEREAS**, the County and the School Board have shared such information for numerous years and continue to share such information so that each entity can assist the other in reaching its goals and objectives; and~~

~~**WHEREAS**, Section 1013.33(10), Florida Statutes, requires that the location of public educational facilities shall be consistent with the comprehensive plan of the appropriate local governing body and the implementing land development regulations, to the extent that the regulations are not in conflict with or the subject regulated is not specifically addressed by this Chapter or the State Uniform Building Code, unless mutually agreed by the County and the School Board; and~~

~~**WHEREAS**, Section 163.3177(6)(a), Florida Statutes, was amended in 1995 by the Florida Legislature to require that the future land use element of the local comprehensive plan must clearly identify the future land use categories in which public educational facilities are not~~

~~an allowable use, and that all local comprehensive plans must comply with this requirement no later than October 1, 1996; and~~

WHEREAS, the Clay County Comprehensive Plan was amended on March 27, 1997 to implement the requirements of Section 163.3177(6)(a), F.S., said amendment being found in compliance by the DCA and currently effective; and

WHEREAS, Section 1013.33(14), F.S, ~~Florida Statutes~~, allows a local government and the School Board to agree on an alternative review process; and

WHEREAS, through this agreement the Parties wish to maintain and enhance their cooperative and productive relationship regarding the exchange of information relating to planning efforts, the planning and construction of offsite infrastructure and the establishment of an alternative process for review of future school sites by the County; and

~~**WHEREAS**, the County has determined that schools are the cornerstones of effective neighborhood design and a focal point for development of community plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and~~

~~**WHEREAS**, the School Board has determined that location of schools as part of stable and well designed neighborhoods, enhance educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and~~

WHEREAS, pursuant to Section 1013.33(3)(d), F.S, ~~Florida Statutes~~, the School Board may request that the local government construct certain offsite infrastructure to support the construction or remodeling of a school; and

WHEREAS, Clay County and the Cities areis committed to construct said offsite infrastructure, subject to a determination of financial feasibility; and

~~**WHEREAS**, through this agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship regarding the exchange of information relating to planning efforts, the planning and construction of offsite infrastructure and the establishment of an alternative process for review of future school sites by the County.~~**WHEREAS**, the County and Cities are entering into this Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service consistent with the timing specified in the School District's Capital Facilities Plan, and the School Board's further commitment to update the plan annually to add enough capacity to the Plan in each succeeding fifth year to address projected growth in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180 (13)(c)2, F.S.; and

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

NOW, THEREFORE, be it mutually agreed between the ~~School Board, the County and the Cities~~Parties (hereinafter collectively referred to as the "Parties" that the following requirements, definitions, criteria, standards and procedures shall be utilized in the siting and review of site plans for public school facilities, coordinated land use planning, and school concurrency:

SECTION 1 TERMS OF THE AGREEMENT AND AMENDMENT PROCESS

1. This Agreement is entered into pursuant to the provisions of Section 163.01, ~~Florida Statutes~~F.S., commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.
 - b) This Agreement does not and shall not be deemed to relieve either of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by ~~either of~~ the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
 - c) As a condition precedent to its effectiveness, this Agreement and any subsequent amendments or extensions shall be filed with the Clerk of the Circuit Court of Clay County.
2. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. ~~Each party~~The Parties agrees that ~~it~~they will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.

~~4. Time is of the essence with respect to this Agreement and each of its terms and provisions.~~

4. No waiver by ~~either party~~the Parties of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

5. That the construction of public educational and ancillary plants shall be controlled by the Uniform Building Code as set forth in Section 1013.371 F.S., which, in addition to other statutory provisions, exempts the School Board from local building codes, interpretations, building permits and assessments of fees for building permits, ordinances, road closures, and impact or service availability fees.
6. By a separate Interlocal Agreement, the ~~County and the School Board~~ Parties shall develop a plan to implement their respective statutory obligations to provide emergency shelters to the citizens of Clay County, utilizing public schools whenever both parties deem such utilization appropriate. The parties hereby acknowledge that they have entered into such agreement.
7. If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, F.S.
8. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

7. SECTION 2 COORDINATION OF PLANNING BETWEEN THE COUNTY, THE CITIES AND THE SCHOOL BOARD:

- a)1. To assist in coordinating planning efforts, the County and the Cities shall initiate the compilation of the data and reports identified below and provide such information to the School Board on the schedule identified. The initial data/report is to be provided to the School Board by June 30, 2005, with annual updates to be provided by the local governments on no later than March 1st of each subsequent year, and shall include the following:
 - i)a) A copy of the Annual Building Permit Report for the prior year, summarizing the building permit activity by location;
 - a)b) A copy of the most current socioeconomic data prepared for future year transportation modeling, ~~said data representing the best available data~~ which is used for projecting population by small areas. As the County updates this socioeconomic data on an irregular cycle, responding to need for data to perform transportation modeling, the submittal to the School Board may not represent an update over the previous year; ~~and~~
 - c) By January 31st of each year, County staff shall provide School Board staff with population projections by Traffic Analysis Zone (TAZ). These projections shall be considered by an Oversight group at its first meeting of the year, to discuss and agree on population projections.
 - b)d) A copy of the adopted five year schedule of the local governments' capital improvements and a map of the location of all recreational land acquisition, sidewalk and other pedestrian improvements, libraries, and facilities for children's services funded therein.

2. To assist in planning efforts, the School Board shall ~~initiate the compilation of the below data and shall~~ provide to the County and Cities by October 1st of each year; by September 1st of each year, the Five Year Educational Facilities Work Plan prior to adoption by the School Board:

a) The plan will be consistent with the requirements of Section 1013.35, F.S., and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, 20-year time periods, and options to reduce the need for additional permanent student stations.

b) The plan will also include a financially feasible district facilities work program for a 5-year period. The Cities and County shall review the plan and provide written comments to the School Board within fifteen (15) calendar days of receipt of the plan.

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~~a)The Capital Projects Plan.~~

~~b)The Board's Work program.~~

~~3.c)~~ A map identifying educational facility needs and areas in the County which the Board has identified as potentially suitable for site acquisition to meet those needs.

~~4.d)~~ The School Plant Survey ~~to~~ will be submitted to the County and the Cities at least once every five years.

~~e)A priority list of bikeway/pedestrian improvements which serve student access to schools.~~

The foregoing submittal shall constitute the "Initial Request for Analysis of Feasibility of the Provision of Offsite Infrastructure".

The County's or City Response to the Initial Request for Analysis of Feasibility of the Provision of Offsite Infrastructure will be provided to the School Board 120 days after submittal of the Initial Request of Feasibility of the Provision of Offsite Infrastructure by the School Board with annual updates, if applicable, to be provided on ~~October~~ September 1st of each subsequent year.

4-SECTION 3 PURCHASING OR LEASING OF PROPERTY FOR NEW EDUCATIONAL PLANTS (SCHOOLS) AND THE CONVERSION OF EXISTING SCHOOLS:

a1. The School Board staff shall forward to the applicable County/local government staff no later than six months prior to the commencement of construction ~~for of a new schools~~ or ~~to convert~~ the conversion of an existing school, a report identifying the specific site(s) to be considered for acquisition. The Siting Report shall include, at a minimum:

~~1.a)~~ A map depicting the general location of each site under consideration;

- b) A map of sufficient detail to identify the specific boundary of each site. A marked tax role map will suffice;
 - ~~3.c)~~ A summary of the physical characteristics of the site, including soil types, limits of any wetlands and topography, if available;
 - ~~4.d)~~ A summary of the offsite infrastructure request pursuant to Section 1013.33(3)(d), ~~Florida Statutes~~ F.S., for each site, including a written description, map of the location, and requested schedule for construction of the offsite infrastructure; and
 - ~~5.e)~~ A statement as to consistency with the ~~County~~ local government's Comprehensive Plan and of the General Siting Review Criteria in Section ~~426~~ of this ~~Interlocal~~ Agreement.
2. The Siting Report shall identify the desired timeline for school site acquisition and construction ~~of the school~~. The Siting Report may identify the School Board staff priority ranking of the sites.
- a) Four (4) copies of the Siting Report shall be forwarded to the County and City Managers s for distribution to staff.
 - b) The School Board's staff shall schedule a joint meeting through the County and City Manager's s offices s not later than three (3) weeks after providing the Siting Report to the ~~County~~ local governments.
 - c) The ~~Board of County Commissioner's~~ local governments' staff shall review the Siting Report prior to the joint staff meeting and shall prepare preliminary assessments for discussions.
3. The local governments' staff shall prepare a written response to the Siting Report to be forwarded to the School Board staff within ten (10) days of the joint staff meeting. The staff response to the Siting Report shall, at a minimum:
- ~~1.a)~~ Identify whether each site is consistent with the ~~Clay County~~ local government's Comprehensive Plan, the General Siting Review Criteria described in Section ~~426~~ and the terms of this ~~Interlocal~~ Agreement;
 - ~~2.b)~~ Recommend whether additional studies are required to determine the extent of required offsite infrastructure improvements (particularly transportation improvements) and identification of the time and funding necessary to complete said studies. The cost of any/all additional studies shall be borne by the ~~Board of County Commissioners~~ applicable local government; and
 - ~~3.c)~~ Analyze the financial feasibility of the offsite infrastructure request for each site; and
 - ~~4.d)~~ Identify whether the funding of the offsite infrastructure request will require amendment to ~~the a~~ County local government Capital Improvements Plan or consideration in future or current year's budgets; and

e) The County-local governments shall forward four (4) copies of its staff response to the Siting Report to the Superintendent of Schools for distribution to staff.

f.4. The County-local governments shall advertise and hold a public hearing to receive public comment on the Siting Report and its staff response to the Siting Report. ~~The public hearing shall be held after 7:00 p.m. at the second regular Board meeting of the County Commission in the month during which the County forwards its staff response to the Siting Report to the School Board's staff, provided that a~~ At least fifteen (15) days notice of the hearing ~~can~~should be given in the newspaper of at least five-day circulation. If said notice cannot be given, the public hearing shall be scheduled for ~~the a second regular Board meeting of the County Commission of in~~ the following month.

g.5. At the conclusion of the public hearing, the County-local governments will consider the Siting Report, its staff response to the Siting Report and public comment received during the public hearing. For each site ~~it~~ the local government shall act, unless continued by mutual consent of the parties to this Interlocal Agreement, to:

1.a) Identify its commitment to fund all or any portion of the infrastructure request and provide a the funding schedule; ~~The funding schedule may relate to the actual construction of the school; and~~

b) Enter into a formal agreement with the School District to fund the approved infrastructure and cover the timing and responsibility for construction, operation, and maintenance of required on-site and off-site improvements; and

c) Ensure that the funding schedule shall relate to the actual construction of the school; and

2.d) Confirm a finding of consistency or inconsistency with the Clay County Comprehensive Plan, if applicable; and

3.e) Confirm a finding of consistency or inconsistency with the General Siting Review Criteria described in Section 126; and

~~d) Confirm a finding of consistency with this Interlocal, if applicable.~~

6. Commitments pursuant to g(15a) above may be delayed ~~until the completion of any studies determined~~ by the County-local government to be when necessary to determine the extent of the offsite infrastructure improvements required. Said delay shall stay the time for the transmittal of the County's local government response to the Siting Report and all subsequent schedules below until the results of the required studies are available and a public hearing to consider the results can be advertised and held. Said stay of time shall not exceed sixty (60) days.

a) ~~If such a public hearing is required, t~~he public hearing will be scheduled in the month in which the study results are available, subject to advertising requirements in 4(f) above.

b) The County-local government may rank the sites ~~for the County's purpose~~ and/or provide comment to the School Board's staff on any or all of the sites. Said

ranking shall not be binding on the School Board.

- ~~h.7.~~ c) Within five (5) days of the meeting defined in ~~6a4(f)~~ above, the ~~County-local government~~ shall forward to the School Board's staff, the ~~County's~~ response to the Siting Report. ~~Said-The~~ response may include all or a portion of the ~~County local government~~ staff response, and will include a summary of its actions at the public hearing and detailed minutes of the public hearing, including public comment.
- ~~h.7.~~ Upon receipt of the ~~County's-local government~~ responses to the Siting Report, the School Board shall meet in a scheduled public workshop to receive information pertaining to one or more sites from the School Board staff. General siting criteria, the ~~County's-local government~~ responses to the siting report, and issues pertaining to site selection will be presented to the School Board. The preferred site will be identified. The purpose of this workshop meeting will be to identify the sites considered, the preferred site, and engage in discussion about pending acquisition. Public input will be encouraged at this workshop.
8. If the preferred site was determined in the ~~County-local government's~~ staff's response to the Siting Report to be inconsistent with their ~~Clay County-Comprehensive Plan-(the "Plan")~~, the School Board's staff, with assistance from the ~~County's-local government's~~ staff, shall prepare an amendment to the Comprehensive Plan. ~~Said-Any~~ amendment will be subject to the limitation on the submittal of Comprehensive Plan amendments.
- ~~i.9.~~ ~~The amendment will be considered upon satisfaction of the requirements of Clay County Ordinance 92-18 (Procedures Manual for Amendment to the Comprehensive Plan).~~ The School Board shall only proceed to the ~~County-local governments'~~ review of ~~the~~ site plans for the proposed school after the effective date of the Comprehensive Plan amendment designating the site for school use.
10. If the preferred site was determined to be consistent with the ~~Clay County-local government~~ Comprehensive Plan in the ~~County's~~ staff response to the Siting Report, the required determination of consistency by the local governing body pursuant to Section 1013.33(10), ~~Florida Statutes F.S.~~, shall be satisfied provided that the preferred site is generally the site reviewed in the response. Any major changes to the site boundary shall cause the revised preferred site to be subjected to an additional determination of consistency by the ~~County's-local government~~ staff with final decision by the applicable governing board. ~~Board of County Commissioners.~~
- ~~i.11.~~ The School Board shall ~~meet-inhold~~ a special or regular meeting to authorize development of the survey, appraisal(s), and environmental studies for the preferred site. Public input will be encouraged at this meeting.
- ~~k.12.~~ The School Board shall ~~meet-inhold~~ a special or regular meeting to receive survey, appraisal(s), environmental studies, and authorization to advertise its intent to acquire and the development of an option contract. Public input will be encouraged at this meeting.
- ~~i.13.~~ The School Board shall give notice of its intent to purchase or lease property for the siting, construction or remodeling of any existing building on the site for educational purposes by publishing, at least one (1) time, a notice of its intent in a newspaper of

general circulation in the County at least thirty (30) days prior to the School Board regular or special meeting at which such purchase or lease will be considered by the School Board. The notice shall state the date, time, and place of the meeting together with a description sufficient to reasonably identify the location of the property and a description of the intended use of the property.

14. The notice shall be advertised in that portion of the newspaper where legal notices appear and shall state that interested parties may appear at the meeting and be heard with respect to the proposed purchase or lease of the property and its intended use. In addition, a copy of such advertisement shall be provided to all School Board Members, ~~County Commissioners~~ and the County or City Manager, or designee, at least twenty-one (21) days prior to the School Board meeting. Once advertised, the School Board may continue an agenda item relating to such proposed purchase or lease up to ten (10) weeks without re-advertisement.

~~m.~~15. The School Board shall meet, after advertisement, in a special or regular meeting to consider comments and information provided by the public, School Board staff and ~~Clay County~~ applicable local government staff, and such other information as deemed appropriate or necessary by the School Board. Based on such information, the School Board shall make general findings of fact to support their authorizing site acquisition through the approval of the option contract or declining to acquire. Public input will be encouraged at this meeting.

16. Failure of School Board staff to successfully negotiate an option contract may require the School Board to consider its powers under eminent domain. The School Board reserves the right to exercise its powers under Florida Statutes, ~~F.S.~~ Chapter 1013.24 "Right of Eminent Domain".

9. SECTION 4 EXISTING SCHOOL SITE CRITERIA AND STANDARDS

~~a.~~1. The following are presumed to meet all requirements for consistency with the County and Cities Comprehensive Plans, the Land Development Regulations and this Interlocal Agreement:

~~1.~~a) School sites owned, or reserved in approved development plans prior to the date of the execution of this ~~a~~Agreement that have been rezoned for use as a school site.

~~2.~~b) Placement of temporary classrooms or relocatables intended to expand the capacity of permanent school facilities.

~~3.~~c) Renovation or construction on existing sites owned by the School Board.

~~10.~~ FUTURE LAND USE CATEGORIES IN WHICH PUBLIC SCHOOLS ARE ALLOWED:

~~a. Public schools are a community facility which is necessary to serve residential development in Clay County. As a community facility, the location for public schools, whether elementary, junior high or high schools is defined within the below table.~~

~~SCHOOL _____ FUTURE LAND USE CATEGORY~~

~~Elementary~~ ————— ~~Planned Community~~
~~Urban Core~~
~~Urban Fringe~~
~~Rural Fringe~~
~~Rural Residential~~

~~Junior High~~ ————— ~~Planned Community~~
~~Urban Core~~
~~Urban Fringe~~
~~Rural Fringe~~
~~Rural Residential~~

~~High~~ ————— ~~Planned Community~~
~~Urban Core~~
~~Urban Fringe~~
~~Rural Fringe~~
~~Rural Residential~~

~~b. It is understood that the addition of Rural Residential to the Future Land Use Categories in which public schools are allowed, as identified in Section 6. a. above, requires Department of Community Affairs approval. Should the Department of Community Affairs not approve the added category, the remaining Future Land Use Categories will govern where public schools are allowed.~~

41. SECTION 5 ZONING REQUIREMENTS FOR THE SITING OF NEW PUBLIC SCHOOLS:

~~a.1.~~ a.1. ~~The An~~ objective ~~and desire~~ of the School Board in entering into this Interlocal Agreement is to have public schools be a Permitted Use in any zoning district, provided the schools are within a Future Land Use category in which public schools are permitted and meet only the criteria and standards contained in Section ~~42-6~~ below. To that end, the County ~~and the Cities~~ agrees to initiate the process of amending ~~its their~~ Land Development Regulations so ~~it they~~ may meet to consider such objective and desire of the School Board.

~~b.2.~~ b.2. Notwithstanding the provisions of Section ~~24-7~~ of this Interlocal Agreement, it shall be a condition precedent to the validity of this Interlocal Agreement as an alternative siting process for public schools that the County ~~and Cities~~ does, in fact, act to amend ~~its their~~ Land Development Regulations to allow public schools as a permitted use in any zoning district within a Future Land Use category where public schools are permitted. This provision in this Interlocal Agreement, however, shall not be construed to obligate the County ~~or Cities~~ to so amend ~~its their~~ Land Development Regulations.

42. SECTION 6 GENERAL SITING REVIEW CRITERIA

~~a)1.~~ a)1. The proposed location and site plans of new public educational facilities shall be reviewed and considered in accordance to the criteria listed below:

~~i.a)~~ i.a) The intensity of the proposed school is compatible with the current uses and

future land uses of adjacent property. The boundary of the site shall not abut lands designated industrial or mining on the adopted Future Land Use map.

~~ii.b)~~ The Clay County Concurrency Management System will be utilized to ensure that adequate public facilities and services are, or will be, available concurrent with the impacts of the proposed public school. The soils must be suitable to provide on-site treatment, when applicable.

~~3.c)~~ There are no significant environmental constraints that would preclude development of a public educational facility on the site.

~~4.d)~~ There are no adverse impacts to archaeological or historic sites or structures listed on the National Register or designated by Clay County as a locally significant archaeological or historic resource.

~~5.e)~~ The proposed location is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.

~~6.f)~~ The proposed location is not within a velocity flood zone or a floodway.

~~7.g)~~ The proposed location lies outside the area regulated by Section 333.03(3) F.S. regarding the construction of public educational facilities in the vicinity of an airport.

~~8.h)~~ The proposed location provides direct access by a ~~minor or major residential~~, minor or major collector road as such is determined by the County. It is understood that access may be provided by a roadway with a functional classification which is less than a ~~minor or major residential~~ collector road if the Comprehensive Plan is amended to allow schools on lower classified roads.

~~9.i)~~ The proposed site is located such that the speed zone does not impact any State, Federal or local road segment with a functional classification of major or minor arterial.

~~10.j)~~ The site must contain at least the minimum usable acreage required by Chapter 1013.36(2) F.S. and State Requirements for Educational Facilities as necessary to meet the needs of the anticipated program.

~~11. The location of a school shall be subject to the provision of the County's Land Development Code, Sections 20.3-4(d), 20.3-5(a)(5), and 20.3-5(an)(2) as amended from time to time.~~

~~13.~~ SECTION 7 **SITE PLAN REVIEW:**

1. Prior to the School Board's final approval of Phase I documents for a new educational facility or the conversion of an existing educational facility, the School Board Superintendent's designee shall coordinate with the County or City Manager's designee, to conduct a site plan review as herein described. ~~The County may utilize the Development Review Committee for the purposes of site plan review.~~ Coordination and

communication with School Board staff will be the responsibility of the County's or City staff within the ~~time-line~~ timeframe ~~as~~ established ~~under~~ in ~~section 13(b)2g~~ below.

~~b)2.~~ 2. Site plan document: The Superintendent's designee shall provide to the County or City Manager's designee for the purposes of review, a site plan containing at least the below listed items:

~~i.a)~~ i.a) Locations of sidewalks serving pedestrian access on School Board property.

~~ii.b)~~ ii.b) Acceleration/deceleration/by-pass lanes for ingress/egress to the school site.

~~iii.c)~~ iii.c) School cross-walk requirements on adjacent roads.

~~iv.d)~~ iv.d) Speed zone requirements and signage.

~~v.e)~~ v.e) Central water and sewer or on-site water/sewer package plant requirements.

~~vi.f)~~ vi.f) Building locations on site.

~~vii.g)~~ vii.g) Location and design for storm water management facilities and where other storm water management facilities are impacted, calculations and specifications.

~~viii.h)~~ viii.h) Property buffering.

~~ix.i)~~ ix.i) Physical education/playground locations on site.

~~x.j)~~ x.j) Parking locations.

~~xi.k)~~ xi.k) ~~Accommodation for~~~~The proposed site can accommodate~~ the required parking and circulation of vehicles on site.

~~xii.l)~~ xii.l) The location, arrangement and lighting of play fields and playgrounds shall be located and buffered as may be necessary to minimize impacts to adjacent residential property.

~~xiii.m)~~ xiii.m) The location, dimensions and distance to property line of all vehicular access drives.

n) Building setbacks from property lines for all schools shall adhere to the minimum building setback requirements established in Clay County's Land Development Code, Section 20.3-34.

o) Development plans for school sites located adjacent to existing County parks or libraries or land owned by the County for future parks or libraries shall provide for the construction of pedestrian access between the sites.

~~1-p)~~ 1-p) Communication Antennas and Communication Towers, including accessory buildings, tower support and peripheral anchors as governed by the provisions of Section 20.3-46 of the Clay County Land Development Code, shall be allowed on any school site, provided that said towers are two hundred (200) feet from adjacent residentially zoned property.

Plans providing the information outlined in 1-16 above shall fulfill all requirements for site plan submittal by the School Board. No other requirements including formal ~~Development Review Committee~~ application documents shall be required.

~~11.g)~~ Site plan review timeframe: The expedited site plan review as described herein shall occur within thirty (30) calendar days after submittal of the site plan and any relevant supporting documentation. The ~~County-local government~~ shall use their best efforts to issue the County's determination within such thirty (30) day period. In the event the ~~County-local government~~ is unable to issue its determination within such thirty (30) day period due to workload, emergencies, or for any other reason, the School Board shall be authorized to continue with the planning and design of the facility, including the approval of all necessary documents and designs, up to the point immediately prior to approval by the School Board of the Phase III design documents. Notwithstanding any other provision in this agreement, however, the ~~County-local government~~ shall be required to issue its determination on the School Board site plan no later than forty-five (45) calendar days after the site plan and all relevant supporting documents are submitted ~~to the County~~, otherwise the County ~~or City~~ Manager, or ~~his~~ designee, shall be deemed to have issued an approval and the School Board shall be authorized to continue with the project.

r) Letter of compliance: After the expedited site plan review as herein described and the ~~County's-local government~~ determination of compliance with the terms of this ~~a~~ Agreement, the County ~~or City~~ -Manager, or ~~his~~ designee, shall issue a letter of compliance which shall evidence the County's approval of the site plan.

s) School Construction Schedule: The Superintendent's designee shall provide ~~Provide~~ a letter to the County ~~or City~~ projecting the timelines for the new school.

~~14.~~ SECTION 8 **MUTUAL OBLIGATIONS:**

~~1)1.~~ Sidewalks along county roads shall be provided on School Board property at the School Board's expense.

~~2)2.~~ Acceleration/deceleration/by-pass lanes shall be provided on roads contiguous to the school site at the School Board's expense.

~~3)3.~~ School cross-walk pavement striping on roads contiguous to School Board property shall be provided at the School Board's expense.

~~4)4.~~ School zone flashing lights on roads not contiguous to School Board property shall be provided at the County's ~~or City's~~ expense.

~~5)5.~~ Any traffic signals that are required by the County located on county roads not contiguous to School Board property shall be provided at the County's expense.

~~6)6.~~ Sidewalks shall be provided at the County's ~~or City's~~ expense consistent with the commitments in the ~~County's-local government~~ response to the Siting Report.

- ~~7~~7. School warning signs and student cross-walk pavement striping on county roads not contiguous to School Board property shall be provided at the County's or City's expense.
- ~~8~~8. Reduced speed limit zones and signage shall be provided by the County or City.
- ~~9~~9. Water and sewer lines required to be extended to serve the educational or ancillary facility shall be provided at the School Board's expense. This provision is not intended to require the School Board to dedicate property or pay for improvements or construction of facilities of a general district-wide or regional nature which exceeds the School Board's proportionate share of the cost. By virtue of this subsection, the School Board is not waiving any local governmental responsibility for reimbursement per Chapter 1013, Florida Statutes F.S.
10. No permit fee or any other fee, expense or cost of any type shall be required of the School Board by the County or Cities for any review or processing contemplated by this aAgreement. The County, the Cities and the School Board acknowledge and agree that although each party may incur costs as a result of compliance with this Agreement, each party shall absorb its own costs in furtherance of cooperation ~~between the County and the School Board.~~
11. Appeal: In the event that the Superintendent's designee and County or City Manager's designee disagree regarding the interpretation of this Agreement or the ability of the County local government to impose a condition or requirement pursuant to the terms of this aAgreement, the issue shall be presented directly to the County or City Manager and the School Superintendent who shall meet and attempt to resolve the issue. In the event that the County or City Manager and the School Superintendent are unable to resolve the issue, they shall jointly submit, in writing, the respective positions of the parties to their mutual Boards asking for an opinion on the issue in order to resolve the matter. Each Board shall consider the other's position and attempt to resolve the matter in accordance to the interests of the school children and citizens of Clay County. In the event that the parties are still unable to resolve the issue, the parties shall then be authorized to pursue dispute resolution as provided in Section 1 of this Agreement.~~any legally available action or remedy to resolve the issue.~~
- ~~17. The purpose of this Interlocal Agreement is to meet the intent and requirements of Section 1013.33 Florida Statutes. In the event that Section 1013.33(10), Florida Statutes, is amended or repealed to delete or exempt the coordination of public educational facilities construction with local government comprehensive plans and implementing land development regulations, then notwithstanding the term of this agreement set forth below, this agreement shall become null and void.~~
- ~~2. The term of this agreement shall be for a period of three (3) years whereby at the end of that period on June 30, 2008, this agreement shall sunset. Before this agreement can be scheduled for extension, a staff report from the two (2) agencies shall be developed and forwarded to the School Board and the Board of County Commissioners. Upon consideration by the mutual Boards, this agreement or this agreement with revision can be scheduled for action identifying an additional term.~~
- ~~12. Time is of the essence with respect to this Agreement and each of its terms and provisions.~~

~~13. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.~~

~~14.12.~~ The terms of this Interlocal Agreement outlining an alternative siting process for school siting shall be the sole criteria imposed upon the School Board and the County for the siting and site plan review of proposed school sites, notwithstanding any other county regulation or ordinance to the contrary.

SECTION 9 COMPREHENSIVE PLAN AMENDMENTS, REZONINGS AND DEVELOPMENT APPROVALS

1. The County and Cities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agendas consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The School Board representative will be provided with an agenda and back-up materials for the meetings, and be invited to attend meetings and/or provide comments to the County and City planning agencies.
2. The County and the Cities agree to give the School Board written notification of meetings and hearings for residential Comprehensive Plan amendments, residential rezoning requests, and residential development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. This notice requirement applies to amendments to comprehensive plans, rezonings, developments of regional impact, and other major residential or mixed-use development projects, and notice will be provided to School Board staff.
3. The School Board shall appoint a representative to serve on, or provide comments to, the applicable site development review committee for each local government. The School Board Representative will receive notice in the same manner as other review committee members.
4. In reviewing and approving Comprehensive Plan amendments and development proposals, the County and Cities will consider the following issues, as applicable:
 - a) The compatibility of land uses adjacent to existing schools and reserved school sites.
 - b) The co-location of parks, recreation and community facilities in conjunction with school sites.
 - c) The linking of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
 - d) The targeting of community development improvements in older and distressed neighborhoods near schools.

- e) The development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improvements, sidewalks to schools, off-site signalization or safety-related signage.
- f) The location of school bus stops and turnarounds in new developments.
- g) The consideration of private sector action to identify and implement creative solutions to developing adequate school facilities in residential developments.
- h) The consideration of School Board comments on comprehensive plan amendments and other land-use decisions.
- i) The availability of existing permanent school capacity or planned improvements to increase school capacity, in accordance with applicable school concurrency policies and requirements.

5. In formulating neighborhood plans and programs and reviewing large residential projects, the County and the Cities will consider the following:

- a) Encouraging developers or property owners to provide incentives to the School Board for building schools in their neighborhoods. These incentives may include, but not be limited to, donation and preparation of site(s), acceptance of stormwater run-off from future school facilities into development project stormwater management systems, reservation or sale of school sites at pre-development prices, construction of new school facilities or renovation to existing school facilities and provision of transportation alternatives.
- b) Scheduling County and City programs and capital improvements that are consistent with and meet the capital needs identified in the School District's Five-Year Capital Facilities Plan.
- c) Providing school sites and facilities within existing and planned neighborhoods.

SECTION 10 SCHOOL CONCURRENCY

1. Overview of School Concurrency

- a) This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, F.S.
- b) The Parties agree that the timely delivery of adequate public school facilities at an adopted level of service requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Further, the School District shall review and provide a determination on all applications for development orders which will have an impact on school capacity and the School District's Five-Year Capital Facilities Plan.

c) The Parties agree that, within the County's jurisdiction and each City's jurisdiction, residential Development Orders may be issued only if school capacity is available in public school facilities at the level of service specified in this Agreement. A determination of whether school capacity is available to serve residential development shall be made by a School Board representative, consistent with the adopted level of service standard.

2. Required Concurrency Elements

a) Comprehensive Plan Amendments –The County and the Cities agree to adopt the following comprehensive plan amendments no later than May 1, 2008:

- 1) A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3180, F.S., and this Agreement.
- 2) An amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2, F.S., and this Agreement.
- 3) An amended Capital Improvement Element that includes the School Board's Five-Year Capital Improvement Plan (CIP). The CIP shall be included in the next comprehensive plan amendment round, but no later than December 31st, following the annual adoption of the Five-Year Capital Facilities Plan by the School Board. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools.
- 4) Each jurisdiction's amendments shall be consistent with those adopted by the other jurisdictions, as required by Section 163.3180, F.S.

3. Specific Responsibilities of the Parties

a) When the comprehensive plan amendments adopted in accordance with this Agreement become effective, the County and Cities shall undertake the following activities:

- 1) Adopt required school concurrency provisions into their Land Development Regulations (LDRs) consistent with the timeframe established by law, the requirements of this Agreement, and the County and Cities' comprehensive plans. As an alternative to adopting school concurrency LDRs, any city may elect to be bound by the provisions established by the County.
- 2) Withhold issuance of any site specific development order for new residential units not exempted under Section 13.6 of this Agreement until the School District has reported that there is school capacity available to serve the development under review.
- 3) Share information with the School Board regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and

amendments to future land use plan elements.

4) Maintain data for approved new residential development. The data shall be provided to the School Board on a quarterly basis and include, at a minimum, the following:

(a) Development name and location;

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

(c) Impact fee calculation;

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

5) Transmit site plans, preliminary plats and final plats for new residential development, to a School Board representative for review and comment.

b) By entering into this Agreement, the School Board agrees to undertake the following activities:

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

2) Institute program and/or school attendance boundary adjustments, as necessary, to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each School Service Area and each individual school operate at the adopted level of service.

3) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the adopted Five-Year Capital Facilities Plan.

4) Provide the County and Cities with any School District data and analysis relating to school concurrency necessary to amend or annually update the comprehensive plan.

5) Adopt a ten and twenty year work program.

6) Review proposed new residential developments for compliance with concurrency standards.

7) Review proportionate share mitigation options for new residential development.

8) Prepare annual reports on enrollment and capacity.

9) Provide necessary staff and material support for meetings of the

Oversight group as required by this Agreement.

- 10) Provide information to the County and Cities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

SECTION 11 SCHOOL BOARD CAPITAL IMPROVEMENT PLAN (CIP)

1. School Board's Five-Year Capital Facilities Plan

- a) On or before September 30th of each year, the School Board shall update and adopt the School Board's Five-Year Capital Facilities Plan for public schools in Clay County.
- b) The School Board's Five-Year Capital Facilities Plan and each annual update shall specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
- c) The School Board's Five-Year Capital Facilities Plan and each annual update shall be a financially feasible program of school construction for a five (5) year period. The CIP shall include school construction projects which, when completed, will add sufficient capacity to achieve and maintain the adopted level of service for all schools based on projected increases in enrollment; provide for required modernization; and satisfy the constitutional obligation of the School Board to provide a uniform system of free public schools on a County-wide basis.
- d) The School Board's Five-Year Capital Facilities Plan and each annual update shall include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds capacity or modernizes existing facilities; the amount of capacity added, if any; and a generalized location map for schools included in the CIP.
- e) The School Board's Five-Year Capital Facilities Plan and each annual update shall ensure that the utilization of existing schools has been maximized and that proposed projects add the necessary capacity to maintain the adopted Level of Service.
- f) The School Board's Five-Year Capital Facilities Plan and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools. The School District shall annually update the School Concurrency Service Areas when updating the School Board's Five-Year Capital Facilities Plan.

2. Ten and Twenty Year Work Program

- a) In addition to the adopted School Board's Five-Year Capital Facilities Plan, the School Board shall annually adopt a ten year and a twenty year work plan based upon revenue projections, enrollment projections and facility needs for the ten year and twenty year period. It is recognized that the projections in the ten and

twenty year time frames are tentative and should be used only for general planning purposes. Upon completion, the School Board's Facilities Work Program will be transmitted to the local governments.

3. Transmittal

- a) The School Board shall transmit copies of the proposed School Board Work Program which includes the Five-Year Capital Facilities Plan to the Oversight group, the Cities and County for review on or before September 1st of each year commencing after the effective date of this Agreement.

4. Final Adoption

- a) Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt the School Board's Five-Year Capital Facilities Plan no later than September 30th, and the plan shall become effective October 1st of each year.

5. Amendments to the School Board's Five-Year Capital Facilities Plan

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

- 1) The modification, delay or deletion of the project is required in order to meet the School Board's constitutional obligation to provide a County-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or
- 2) The modification, delay or deletion of the project is occasioned by unanticipated changes in population projections or growth patterns or is required in order to provide needed capacity in a location that currently has a greater priority than an originally planned project and does not cause the adopted level of service to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or
- 3) The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted level of service to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted.

- b) The School Board may amend at anytime its Five-Year Capital Facilities Plan to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the Five-Year Capital Facilities Plan, the School Board must demonstrate its ability to maintain the financial feasibility of the Plan.

SECTION 12 COMPREHENSIVE PLAN ELEMENTS

1. Development, Adoption and Amendment of the Capital Improvements Element (CIE)

- a) The annual update of the School District's Five-Year Capital Facilities Plan, once adopted by the School Board, shall be transmitted to the County and the Cities. The County and the Cities shall adopt the School District's Five-Year Capital Facilities Plan into the Capital Improvements Element of their Comprehensive Plans no later than December 31st of each year.
- b) Any amendment, correction or modification to the School District's Five-Year Capital Facilities Plan concerning costs, revenue sources, or acceptance of facilities pursuant to dedications, once adopted by the School Board, shall be transmitted to the County and Cities. Within ninety (90) days, the County and Cities shall amend their Capital Improvements Elements to reflect the changes. Such amendments may be accomplished by ordinance, and shall not be deemed amendments to the comprehensive plan.
- c) The County and the Cities, by adopting the School District's Five-Year Capital Facilities Plan in their Capital Improvements Elements shall have neither obligation nor responsibility for funding the School District Five-Year Capital Facilities Plan.

2. Development, Adoption and Amendment of the Public School Facilities Element (PSFE)

- a) The County and the Cities shall adopt a Public School Facilities Element which is consistent with those adopted by the other local governments within the County. The Public School Facilities Element must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C. The County and the Cities shall notify the Oversight group when the PSFE is adopted and becomes effective.
- b) In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the Oversight group prior to transmitting the amendment to the Department of Community Affairs (DCA) pursuant to Section 163.3184, F.S. The Oversight group shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.
 - 1) To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.
 - 2) If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in Section 1 of this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.
 - 3) Any local issues not specifically required by Statute or Rule may be included or modified in the Local Government Public School Facilities

Element by following the normal Comprehensive Plan amendment process.

3. Development, Adoption and Amendment of the Intergovernmental Coordination Element (ICE)

- a) The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be set forth in Section 163.3184, F.S.

SECTION 13 SCHOOL CONCURRENCY PROGRAM

1. School Concurrency Program Overview

- a) The School Concurrency Program requires that the County, the Cities and the School Board maintain a minimum Level of Service Standard for public schools. The School Concurrency Program requires that all new residential development be reviewed to ensure that adequate school capacity will exist prior to or concurrent with the impact of the residential development, to support the additional student growth at the adopted level of service.

2. Commencement

- a) The School Concurrency Program described in this Agreement shall commence on May 1, 2008.

3. School Concurrency Service Area (SCSA) Standards

- a) The County and Cities shall adopt the School Concurrency Service Area standards and the process for modification as defined herein into the Public School Facilities Element of their Comprehensive Plans.

- b) The Parties hereby agree that School Concurrency shall be measured and applied on a less than district-wide basis using School Concurrency Service Areas (SCSA). The SCSAs for elementary, middle and high schools are provided as Appendix "A" of this Agreement.

- 1) The School District and local governments shall apply school concurrency using school attendance zones (school boundaries) as adopted by the School Board, as the SCSAs. Use of this method will create a separate school service area boundary map for each elementary, middle and high school. Each school attendance zone will become its own School Concurrency Service Area (SCSA).

4. School Concurrency Service Area Modification

- a) Any Party may propose a modification to the School Concurrency Service Areas. Prior to adopting any change, the School Board must verify that as a result of the modification:

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

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

b) The Parties shall observe the following process for modifying SCSAs:

1) At such time as the School Board determines that a SCSA change is appropriate considering the above standards, the School District shall transmit the proposed School Service Area Boundaries and data and analysis to support the changes to the Cities, to the County and to the Oversight group.

2) The County, Cities and the Oversight group shall review the proposed boundary changes and send their comments to the School Board within forty five (45) days of receipt.

3) The change to a SCSA shall become effective upon final approval of the new school boundaries by the School Board.

5. Level of Service (LOS)

a) To ensure that the capacity of schools is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period for each SCSA, the Parties hereby establish a Tiered Level of Service, as provided in Appendix "B" of this Agreement.

b) The School Board shall use the Tiered Level of Service to provide an opportunity to eliminate any deficits in capacity while maintaining a financially feasible five-year capital plan. During the time that the Tiered Level of Service is in effect, the School Board shall initiate necessary program changes and/or boundary adjustments necessary to prevent the Tiered LOS from being exceeded.

1) The Tiered Level of Service Table, provided as Appendix "B" of this Agreement, shall be incorporated in the Public School Facilities Elements of the County and the Cities. The Tiered LOS and the timeframe necessary to achieve a LOS of 1??% is based on the financially feasible Five-Year Capital Facilities Plan as adopted by the School Board.

6. Exemptions

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

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

2) Any new residential development that has a preliminary plat or site plan

approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.

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

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

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

7. School Concurrency Regulations

a) By ????, 2008, each local government shall adopt school concurrency provisions into its Land Development Regulations (LDR) consistent with the requirements of this Agreement.

b) The County and the Cities shall amend their LDRs to adopt school concurrency provisions which provide procedures for review of development orders.

1) In the event that any participating City does not adopt LDRs consistent with this Agreement by ????, 2008, that government shall be deemed to have "opted in" to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

2) At any time, any City may opt out of the County's implementing ordinance through implementation of its own ordinance.

Section 14 School Concurrency Process

1. Review Process

a) The County, the Cities and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential rezoning, preliminary plat, site plan or functional equivalent may be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 13.6 of this Agreement, until a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.

b) Any developer submitting a development permit application (such as a rezoning, site plan or preliminary plat) with a residential component that is not exempt

under Section 13.6 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School Board. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the School Impact Analysis to the School Board representative for review. The School Board representative will verify whether sufficient student stations for each type of school are available or not available to support the development. A flow chart outlining the school concurrency review process is included as Appendix "D". The process is as follows:

- 1) The School Board representative shall review the School Impact Analysis for residential developments which have been submitted and deemed sufficient for processing by the applicable local government.
 - 2) The School Board representative shall review each School Impact Analysis in the order in which it is received and shall issue a School Concurrency Reservation Letter to the applicant and the affected local government within thirty (30) working days of receipt of the application.
 - 3) The School Board may charge the applicant a non-refundable application fee payable to the School Board to meet the cost of review.
- c) In the event that there is not adequate capacity available in the SCSA in which the proposed development is located or in an adjacent SCSA to support the development, the School Board shall entertain proportionate share mitigation options pursuant to Section 14.7 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 14.7 of this Agreement.
- d) The local government shall be responsible for notifying the School Board representative when a residential development has received a Concurrency Reservation Certificate (CRC), when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

2. Student Generation Calculation

- a) To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific SCSA using the School Board Student Generation Multiplier, as established in Appendix "C."

3. Utilization Determination

- a) The School Board shall create and maintain a Development Review Table (DRT) for each SCSA, and will use the DRT to compare the projected students from

proposed residential developments to the SCSAs available capacity programmed within the first three years of the current five-year capital planning period. Student enrollment projections shall be based on the most recently adopted Five-Year Capital Plan, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

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

Where

¹ School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District's Five-Year Capital Facilities Plan.)

² Enrollment = Student enrollment as counted at the Fall FTE.

³ Vested = Students generated from residential developments approved after the implementation of school concurrency

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

4. The Three Year Rule

a) If new capacity within a SCSA is in place or under actual construction in the first three years of the School District's Five-Year Capital Facilities Plan, the new school capacity will be added to the capacity shown in the SCSA, and the utilization rate will be adjusted accordingly.

5. Adjacent School Concurrency Service Area Capacity

a) If the projected student growth from a residential development causes the adopted LOS to be exceeded in a SCSA, an adjacent SCSA will be reviewed for available capacity. In conducting the adjacency review, the School Board shall first use the adjacent SCSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the SCSA with the next most available capacity until all adjacent SCSAs have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued.

b) If a proposed new development causes the LOS in the SCSA in which it is located to exceed the adopted LOS and there is available capacity in an adjacent SCSA, actual development impacts shall be shifted to the contiguous SCSA having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to an adjacent SCSA.

6. Issuance and Term of School Concurrency

a) When the School Board representative reviews a development project application and determines that sufficient capacity is available at the adopted LOS to necessitate the students projected to be generated from the development project, the School Board representative shall issue a School Concurrency

Reservation Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a reservation letter by the School Board identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues a Concurrency Reservation Certificate (CRC).

- b) A local government shall not issue a CRC for a residential development until receiving confirmation of available school capacity in the form of a School Concurrency Reservation Letter from the School Board. Once the local government has issued a CRC, school concurrency for the residential development shall be valid for the life of the CRC. Expiration, extension or modification of a CRC for a residential development shall require a new review for adequate school capacity to be performed by the School Board.
- c) Local governments shall notify the School District within ten (10) days of any change in the status of a CRC for a residential development.
- d) The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School Board in the form of a School Concurrency Reservation Letter. Once the local government has issued a CRC, school concurrency for the residential development shall be valid for the life of the CRC.
- e) If the student impacts from a proposed development would cause the adopted Level of Service to be exceeded, the School Board representative will issue a Concurrency Deficiency Letter detailing why the development is not in compliance, and offering the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 14.7.

7. Proportionate Share Mitigation

- a) In the event that there is not adequate capacity available to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer and the local government to mitigate the impact from the development through the creation of additional school capacity.
- b) When the student impacts from a proposed development would cause the adopted Level of Service to fail, the developer's proportionate share mitigation for the development will be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as established by the Florida Department of Education, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five Year Capital Facilities Plan.
 - 1) The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

Proportionate Share = (Development students^a - Available Capacity) x Total Cost¹ per student station

Where

^aDevelopment students = Students generated by development that are assigned to that school

¹Total Cost = the cost per student station as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five-Year Capital Facilities Plan.

- c) The applicant shall be allowed to enter a ??? day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.
- d) A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Five-Year Capital Facility Plan. Capacity projects identified within the first three (3) years of the Five-Year Capital Facility Plan shall be considered as committed in accordance with Section 14.4 of this Agreement.
- 1) If capacity projects are planned in years four (4) or five (5) of the School District's Five-Year Capital Facility Plan within the same SCSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 14.7(b)(1).
- 2) If a capacity project does not exist in the School District's Five-Year Capital Facility Plan, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the Five-Year Capital Facilities Plan can be maintained. Mitigation options may include, but are not limited to:
- (a) Contribution of land in conjunction with the provision of additional school capacity; or
 - (b) Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or
 - (c) Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or
 - (d) Construction of permanent student stations or core capacity; or
 - (e) Construction of a school in advance of the time set forth in the School District's Five-Year Capital Facilities Plan; or

- (f) Construction of a charter school designed in accordance with School District standards, providing permanent capacity to the District's inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer of ownership of the charter school property and/or operation of the school to the School Board.
- 3) In exchange for the mitigation banking of funds for the construction of a public school facility, the developer will have the right to sell capacity credits for school capacity in excess of what was required to serve the proposed residential development.
- e) For mitigation options provided above, the costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.
- 1) The cost of the mitigation required by the developer shall be credited toward the payment of the school impact fee.
- 2) If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the impact fee credit is the responsibility of the developer.
- f) Upon conclusion of the negotiation period, the School Board shall determine whether or not capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall issue a School Concurrency Reservation Letter indicating that adequate capacity is available for the development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the local government, the School Board and the developer. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, a final School Concurrency Deficiency Letter shall be issued by the School Board to the developer and the local government detailing why any mitigation proposals were rejected, and why the development is not in compliance with school concurrency requirements.
- g) A School Concurrency Reservation Letter or a School Concurrency Deficiency Letter, indicating either that adequate capacity is available, or that there is no available capacity following a ??? day negotiation period as described in Section 14.7 of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

8. Appeal Process

- a) A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.
- b) A person substantially affected by a local government decision made as a part of the School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision subject to Section 8.a above.

SECTION 15 OVERSIGHT

1. Oversight and evaluation of the school concurrency process is required pursuant to s. 163.3180(13)(g)(6)(c), F.S. By March 1st of each year the Oversight group shall be responsible for preparing an annual assessment report on the effectiveness of School Concurrency. The report will be transmitted to the County and the Cities, and made available to the public.
2. The Oversight group shall be invited to attend all meetings shall receive copies of all reports and documents produced pursuant to this Agreement.
3. By September 1st of each year, the Oversight group shall receive the proposed School District Five-Year Capital Facilities Plan. The Oversight group shall report to the School District, the County, and the Cities on whether or not the proposed School District Five-Year Capital Facilities Plan is maintaining the adopted Level of Service by adding enough projects to increase the capacity, if needed, to eliminate any permanent student station shortfalls; by including required modernization of existing facilities; and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the Plan.

SECTION 16 SPECIAL PROVISIONS

1. School Board Requirements

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

Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

2. Land Use Authority

- a) The Parties specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

SECTION 17 EFFECTIVE DATE

1. Effective date of the original Agreement was June 21, 2005. The effective date of this revised Agreement shall be September 1, 2006.

SECTION 18 DEFINITIONS

Adjacent School Service Areas: School Service Areas which touch along one side of their outside boundary.

Attendance Boundary: The geographic area which identifies public school assignment.

Cities: All municipalities in Clay County, except those that are exempt from the Public School Facilities Element, pursuant to Section 163.3177(12), F.S.

Class Size Reduction: A provision to ensure that by the beginning of the 2010 school year, there are a sufficient number of classrooms in a public school so that:

1. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
2. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
3. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

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

Concurrency Reservation Certificate (CRC): The official document issued upon finding that an application for the certificate in reference to a specific final development order or final development permit for a particular development will not result in the reduction of the adopted level of service standards for impacted public schools, potable water, sanitary sewer, parks and recreation, drainage, solid waste, transportation (roads) and mass transit facilities and services.

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

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

Developer: Any individual, corporation, business trust, estate trust, partnership, association, two or more persons having a joint or common interest, governmental agency, or any other legal entity which has submitted an application to a local government for a Concurrency Reservation Certificate.

Development Order: Any order granting, denying, or granting with conditions, an application for approval of a development project or activity.

Development Permit: Any amendment to the text of a Local Government's Land Development Code or Official Zoning Map (rezoning), conditional use, special use, planned development, site plan/final subdivision plan, subdivision, building permit, special exception, preliminary plat, plat or any other official action of a Local Government having the effect of permitting the development of land or the specific use of the land.

Educational Facility: The public buildings and equipment, structures and special educational use areas that are built, installed or established to serve educational purposes only.

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

Financial Feasibility: An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule.

Florida Inventory of School Houses (FISH) Capacity: The report of the permanent capacity of existing public school facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on a percentage (100% elementary, 90% middle and 95% high) of the total number of existing student stations and a designated size for each program. In Clay County, permanent capacity does not include temporary classrooms unless they meet the standards for long-term use pursuant to Section 1013.20, F.S.

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

Level of Service (LOS) Standard (schools): A standard established to indicate the maximum utilization of a public school facility.

Local Government: Clay County and its Cities.

Maximized Utilization: The use of student capacity at each school to the greatest extent possible, based on the adopted level of service and the total number of permanent student stations according to the FISH inventory, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate

enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment district-wide.

Oversight Group: A standing committee, comprised of technical, professional and citizens, selected by the County, School Board, and local governments, which regularly meets to monitor and evaluate the Clay County School Concurrency System

Permanent Classroom: An area within a school that provides instructional space for the maximum number of students in core-curricula courses assigned to a teacher, based on the constitutional amendment for class size reduction and is not moveable (including classroom additions which have received covered walkways and technology upgrades).

Permanent Student Station: The floor area in a permanent classroom required to house a student in an instructional program.

Program Capacity: The capacity of a school once the space needs for programs including, but not limited to, English as a Second Language (ESOL), special programs for the emotionally handicapped, autistic and varying exceptionalities have been addressed.

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

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

Public Facilities: Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreation facilities.

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

School Board: The governing body of the School District, a body corporate pursuant to Section 230.21, F.S.

School Concurrency Deficiency Letter: A letter prepared by the School District of Clay County detailing why the development is not in compliance based on the adopted LOS.

School Concurrency Reservation Letter: A letter issued by the School District of Clay County, identifying that adequate capacity exists and school facilities are currently available.

School Concurrency Service Area (SCSA): A geographic area in which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

School District: The District for Clay County created and existing pursuant to Section 4, Article IX of the State Constitution.

School District Facilities Work Program: Clay County School District's annual comprehensive capital planning document, that includes long range planning for facility needs over a five-year, ten-year and twenty-year planning horizon.

School District Five-Year Capital Facilities Plan: The adopted Clay County School District's Five-Year Work Plan and Capital Budget as authorized by Section 1013.35, F.S.

School Service Area Level of Service: The maximum acceptable percentage of school utilization within a School Service Area Boundary. Level of Service is determined by dividing the total number of students for all schools of each type (elementary, middle and high) in each School Service Area Boundary by the total number of permanent student stations for that type of school in each School Concurrency Service Area.

Temporary Classroom: A movable classroom facility.

Tiered Level of Service: A graduated level of service, which is adopted by local governments and the School Board, that is used to address the correction of existing school facility deficiencies for a specified period of time until the desired level of service can be met.

Type of School: Schools providing the same level of education, i.e. elementary, middle or high school.

Utilization: The comparison of the total number of students enrolled to the total number of student stations (FISH) at a facility within a School Concurrency Service Area.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Clay County Board of County Commissioners, the City of Green Cove Springs, the City of Keystone Heights, the Town of Orange Park and the School Board of Clay County on this _____ day of _____, 200_____.

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

By: _____
Carol Vallencourt, Chairman

Witness as to all Signatories

ATTEST _____
_____, Board Secretary

Witness as to all Signatories
Print Name _____

(CORPORATE SEAL)

State of Florida, County of Clay

WITNESS my hand and official seal this _____ day of _____ A.D. 200_____.

Print Name _____
My Commission Expires: _____

(AFFIX NOTARY SEAL)

Approved as to form and correctness: _____
School Board Attorney

DULY PASSED AND ADOPTED BY THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, THIS _____ Day of _____, 200__.

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

By: _____
Fritz A. Behring, County Manager

ATTEST:

By: _____
Glenn R. Lassiter, Chairman
Board of County Commissioners

APPENDIX "A"

Concurrency Service Area Maps (CSA)

APPENDIX "B"

Tiered Level of Service Table

APPENDIX "C"

School District Student Generation Multiplier

APPENDIX "D"

School Concurrency Process Flow Chart