

**Interlocal Agreement for
Public School Facility Planning**

ORIGINAL

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AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

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

WHEREAS, this Interlocal Agreement was initially executed on April 2, 2003, and has been updated to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 (Senate Bill 360), which became effective July 1, 2005; and

WHEREAS, the Cities and the DCPS recognize the benefits that flow to the citizens and students of the communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the Cities and the DCPS by the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Cities, (4) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, active recreation facilities, libraries, and other community facilities to take advantage of joint use opportunities, (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods, and (7) the coordination on a multi-jurisdictional basis as to the location of new schools, and closure of existing schools, so as to effectively serve municipalities that may not have a school located within their jurisdiction; and

WHEREAS, the City Council of the Consolidated City of Jacksonville and the School Board, in June 1998, established a Joint Planning Committee to serve as an advisory body to the City Council and School Board, and charged said Joint Planning Committee to assist Jacksonville and the DCPS in carrying out many of the public school facility planning responsibilities subsequently mandated in Sections 1013.33(1), 163.31777, and 163.3180(13) Florida Statutes; and

WHEREAS, Section 1013.33(10), Florida Statutes, requires that the location of public education facilities shall be consistent with the comprehensive plans and implementing land development regulations of the appropriate Cities; and

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

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

WHEREAS, the DCPS and the Cities enter into this agreement in fulfillment of the statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

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

WHEREAS, the Cities have jurisdiction for land use and growth management decisions, including the authority to approve and deny comprehensive plan amendments, rezonings, or the development orders that generate students and impact the school system, and the Cities have similar jurisdiction within their boundaries; and

WHEREAS, the DCPS has the statutory and constitutional responsibility to provide a uniform system of free and adequate public schools on a countywide basis; and

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

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2, Section 163.3180(13)(9), Section 1013.33(2)(a) and, Section 163.31777, Florida Statutes.

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

Section 1 Interlocal Agreement (ILA) Implementation and Review Committee

Section 1.1 ILA Team

The ILA team is comprised of members representing the Duval County Public Schools, the City of Jacksonville Planning and Development Department, the Office of General Counsel, representatives from the Cities of Atlantic, Neptune and Jacksonville Beaches and the Town of Baldwin. The ILA Team shall be responsible for the review and development of the annual updates to this Interlocal Agreement, which is mandated by Chapter 163, Florida Statutes. The ILA Team will meet as often as needed during the planning and implementation of the school concurrency program.

Section 1.2 Joint Planning Committee

The Joint Planning Committee, including both elected and citizen members, is an advisory body to the DCPS and the governing bodies of the Cities. The Joint Planning Committee shall be composed of nine members as follows:

- One member appointed by the DCPS from among its membership;
- One member appointed by the City Council from among its membership;
- Three lay members appointed by the Superintendent of Schools;
- Two lay members appointed by the Mayor;
- One lay member appointed by the City Council President; and
- One lay member appointed jointly by the Mayor, the City Council President, the Chair of the DCPS and the Superintendent of Schools

The Joint Planning Committee will review and coordinate the activities covered under this Interlocal Agreement. As outlined in Resolution 2001-65-A of the City Council of Jacksonville and the companion Resolution of the DCPS approved on March 7, 2001, the Joint Planning Committee is charged with the following responsibilities:

- Review future growth patterns of Duval County;
- Review existing sites and identify future sites and facility needs for schools, libraries, parks and community centers;
- Consider future site-compatible community facilities; and
- Review the annual update of the Interlocal Agreement.

The Joint Planning Committee shall be assisted by the ILA Team during the planning and implementation of the school concurrency program. In addition, representatives from the list below may also participate with the ILA Team on an "as needed" basis:

- Jacksonville Department of Public Works, including Traffic Engineering,
- Jacksonville Recreation Department and Community Services,
- Jacksonville Library System,
- First Coast Metropolitan Planning Organization,
- Jacksonville Electric Authority,
- Jacksonville Transportation Authority,
- Florida Department of Transportation,
- School Advisory Committee,

- PTA Member,
- CPAC Chair(s),
- Jacksonville Department of Finance.

Section 2 Coordination and Consistency

Section 2.1 Joint Meetings

- 2.1.1 The DCPS and the Cities will meet on an as needed basis, but at a minimum of twice per year, and discuss issues regarding coordination of land use and school facilities planning, including population and student growth, development trends, school sitings, school needs, the implementation of school concurrency, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the schools and ensure safe student access. The DCPS will be responsible for making meeting arrangements and notifications, and developing an agenda based on input from the City Council, city managers or their designees. Additional joint workshop sessions may be held as needed to carry out the provisions of this agreement.
- 2.1.2 The legislative bodies of the Cities and the DCPS will meet every year in a joint workshop or meeting sessions. The joint workshop sessions will be opportunities for the Cities and the DCPS to set direction, discuss issues and reach agreements concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, in-county migration, development trends, school needs, off-site improvements, school concurrency, and joint use opportunities. The DCPS will be responsible for making meeting arrangements, developing an agenda with input from the Joint Planning Committee, the City of Jacksonville Planning and Development Department and from all city managers, and providing notification.
- 2.1.3 The Joint Planning Committee will meet as often as needed to meet their charge as set forth in Section 1.2.

Section 2.2 Public Input and Oversight

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

Section 2.3 Resolution of Disputes

- 2.3.1 If the parties to this agreement fail to resolve any conflicts related to the adoption or implementation of this agreement, such dispute will be resolved in accordance with the

governmental conflict resolution procedures outlined in Chapters 164 or 186, Florida Statutes.

Section 2.4 Coordination and Sharing Information

2.4.1 The Cities shall coordinate and share data with the DCPS as follows:

2.4.1.1 On or about May 30th of each year, City of Jacksonville Planning and Development Department will provide the DCPS with copies of the Annual Statistical Package, which includes information on population, residential building and demolition permits by type and general location, and economic statistics. The data will be current as of December of the previous year. This package will cover the cities of Jacksonville, Jacksonville Beach, Neptune Beach, Atlantic Beach, and the Town of Baldwin. Jacksonville Beach, Neptune Beach, Atlantic Beach, and Baldwin will provide information to the City of Jacksonville Planning and Development Department on development permits as required by the City of Jacksonville Comprehensive Plan.

2.4.1.2 When considering a District Vision Plan, a Community Redevelopment Area (CRA), or similar plans, the Cities will provide a draft copy of these plans to the DCPS for comment. City of Jacksonville Planning and Development Department will provide to the DCPS land use maps showing the boundaries of the CRAs, Neighborhood Plans and District Vision Plans. These will be updated as needed.

2.4.1.3 An inventory of reserved capacity that existed prior to the effective date of the Cities' School Concurrency Ordinances and a projection of the number of those residential units that are anticipated to receive a certification of occupancy approval in the next three years.

2.4.1.4 The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of the development approval.

2.4.2 The DCPS shall coordinate and share information with the Cities as follows:

2.4.2.1 Five-Year Capital Facilities Plan: Within 30 days of the approval of the Five-Year Capital Facilities Plan, the DCPS shall submit a copy of the adopted Plan to each of the chief planning officials of the Cities. The plan will contain existing and projected student enrollment, existing education facilities, their locations, the number of portables in use at each school, and projected needs. The plan will contain the DCPS approved Capital Improvement Plan including planned facilities and capital projects and funding for the next five years. The plan will also provide data for each individual school concerning school capacity based on Department of Education criteria and enrollment of each individual school based on actual counts. The plan will show the generalized locations in which new schools will be needed and planned renovations, expansions and closures of existing schools for the next 10 and 20 years. The plan will indicate properties the DCPS has already acquired through developer donation, or properties that a developer is obliged to provide to the DCPS at the School Board's discretion, or properties acquired through other means that are poten-

tial school sites. The DCPS officially adopted Five-Year Capital Facilities Plan will be forwarded to all parties as appropriate.

- 2.4.2.2 Within 90 days of approval of a significant renovation that affects capacity, school closure, or change in school attendance zones, the DCPS shall notify the appropriate City in which the school is located and the City of Jacksonville Planning and Development Department, and DCPS shall propose a strategy on how the adopted level of service will be maintained in the affected concurrency service area.

Section 2.5 Student Enrollment, Population Projections, Growth and Development Trends

- 2.5.1 A consistent method for projections of the amount, type, and distribution of population growth and student enrollment shall be achieved as follows:

- 2.5.1.1 In fulfillment of their respective planning duties, the Cities and the DCPS shall coordinate their plans to ensure that projections of the amount, type and distribution of population growth and student enrollment are consistent. The methodology to be used to determine school enrollment projections to be used in preparing the DCPS 5 Year Capital Plan shall be Cohort projections matched to the Department of Education COFTE projection totals by school type. The methodology to be used to determine school enrollment and capacity to be used in concurrency testing shall also be included in the Interlocal Agreement. Five-year population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the Cities is reflected in the updated projections. Longer term projections will be produced as part of the State-mandated Evaluation and Appraisal Report (EAR) preparation, and as needed.

- 2.5.1.2. The DCPS shall utilize the Florida Department of Education (FDOE) five-year countywide student enrollment projections, as expressed in terms of Full Time Equivalent (FTE). The DCPS may make a request to the FDOE to adjust its projections to reflect actual enrollment and development trends not anticipated in the FDOE projections. In formulating such a request, the DCPS shall coordinate with the Cities regarding future population projections and growth. These projections will be shared with the chief planning official for the Cities. If the DCPS and any of the chief planning officials for the Cities believe that adjustments are needed to reflect data that the FDOE may have overlooked such information shall be prepared and submitted to the DCPS and Cities for review and approval prior to submittal to FDOE.

- 2.5.1.3 The Cities will use information on County growth and development trends, such as census information on population and housing characteristics, persons-per-household figures, historic and projected growth rates, and the information described in Section 2.4.2 to project residential units in the Concurrency Service Areas (CSAs). The CSAs will be established by mutual consent of the DCPS and Cities staff, pursuant to Section 5.3 and shall be included in the Data and Analysis for the Public School Facilities Element. The allocation of residential

units by type and CSA will be provided by the Cities to the DCPS annually. When anticipating student enrollment projections, building permits may reflect potential for student growth but other mitigating factors must come into play such as: Cohort survival projecting- including Live Birth Data and 10-Year Historic Enrollment; Land Saturation Analysis; Regression Forecasting; and Permitting Trends.

- 2.5.1.4 The DCPS will evaluate the planning projections by CSAs prepared by the Cities. DCPS will apply the student generation rate as provided in Section 5.6.1(a), for residential units by type and projected student station requirements of each school type (elementary, middle and high school), considering past trends in student enrollment within a specific CSA in order to project student enrollment. Such projections shall be consistent with the planning projections prepared by the Cities. This student enrollment will be included in the Five-Year Capital Facilities Plan provided to the Cities each year as specified in subsection 5.1.1.3 of the agreement.
- 2.5.1.5 The Cities and the DCPS shall maintain the data needed for both short term (five years or less) and long term (more than five year) planning efforts.
- 2.5.2 Population Projections: Coordination regarding the update of the Cities' population projections, their allocation into CSA, and conversion into projected student enrollment will occur on an annual basis at an ILA Team meeting described in Section 1.1 of this Agreement.
- 2.5.3 Growth and Development Trends: On a regular basis, the Cities will provide the DCPS with data, including information regarding the type, number, and location of residential units which have received zoning approval, site plan approval, a building permit, or a Certificate of Occupancy and a draft Capital Improvements Plan (CIP) with the final version of the CIP to be submitted by each local government to the DCPS after official adoption. Information regarding the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students shall be provided.

Section 3 Public School Facility Siting and Development Coordination

Section 3.1 School and Public Facility Site Analysis

- 3.1.1 The DCPS will be responsible for reviewing and recommending potential sites for new schools, proposed school closings, and significant school expansion projects to maximize school capacity usage; and making recommendations to the Superintendent. The Joint Planning Committee will provide an advisory recommendation to DCPS for pending site proposals.
- 3.1.2 The Cities will provide a list of needs for potential park, library, and community center sites to the ILA Team and then present to the Joint Planning Committee for consideration in formulating a recommendation concerning co-location and/or joint use.

3.1.3 The following issues, in addition to others not listed here, may be considered by the DCPS and the Cities when evaluating potential public facility sites:

3.1.3.1 The location of public facility sites that will provide logical focal points for community activities and serve as the cornerstone for innovative urban design standards, including adequate public facilities and opportunities for joint use and co-location of school facilities and, if appropriate, emergency shelters.

3.1.3.2 Whether existing public facilities can be expanded or rebuilt to accommodate a school facility.

3.1.3.3 Consistency of the proposed new school site or school closing with the adopted Comprehensive Plans of the Cities and any neighborhood or district plan adopted by the Cities.

3.1.3.4 Schools shall be an allowable land use in all future land use categories, with the exception of heavy industrial and conservation, subject to the following criteria:

(a) In the planning, land acquisition, and development, new school sites, or significant renovations, expansions and potential closures of existing schools, the City will evaluate the following factors:

- 1) Whether the area contains or will contain a student population density sufficient to support the school;
- 2) Whether a school in that location would be consistent with sound facility planning, including consideration of overall costs and design;
- 3) Whether the school site is of sufficient size to accommodate the required parking and circulation of vehicles;
- 4) Whether anticipated unacceptable impacts to the environment and significant environmental constraints would preclude a school on the site;
- 5) Whether development of the school would result in unacceptable impacts on archeological or historic sites listed in the National Register of Historic Places or designated by the City as locally significant;
- 6) Whether the location of a school site is located within the area of velocity flood zone or floodway, as delineated on pertinent maps identified or referenced in the City's comprehensive plan or land development regulations;
- 7) Whether or not the proposed location lies within an area regulated by Section 333.03(3), F.S., regarding the construction of public facilities in the vicinity of an airport;
- 8) As to elementary school sites, whether the site is proximate to and within walking distance of the residential neighborhoods it is intended to serve, thereby encouraging the use of elementary schools as focal points for neighborhoods.

- 9) As to middle and high school sites, whether the site is conveniently located to the residential neighborhoods it is intended to serve, and has access to major roads;
- 10) Whether the new schools site, significant renovation, expansion or potential closure will support community redevelopment and revitalization;
- 11) Whether the new school site, significant renovation, expansion or potential closure will increase or diminish the current and projected level of service within the concurrency service area, and contiguous concurrency service areas.

(b) The facility shall be of a design, intensity, and scale to serve the surrounding neighborhood and be compatible with the surrounding land uses and zoning.

3.1.4 The Cities shall advise the DCPS as to the consistency of the proposed closure, renovation, or new site with the local comprehensive plan and any neighborhood or district plan adopted by the Cities during site reviews.

3.1.5 The Cities and the DCPS shall coordinate with local and surrounding governments and Regional Council, with DCPS and ILA Team involvement, in evaluating closures, renovations, and new site selection for development occurring within close proximity to neighboring county lines or other local government boundaries.

Section 3.2 Supporting Infrastructure

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

Section 3.3 Joint Use

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

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

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

- (a). Legal liabilities of the parties;
- (b). Use by neighborhood associations, public entities, and athletic groups;
- (c). User fee charges, operating, and maintenance costs;
- (d). Hours available for use;
- (e). Staffing requirements, including facility supervision and timely clean up and maintenance plans;
- (f). Requirements for liability insurance to be provided, if appropriate;
- (g). Responsibilities for ensuring the facilities or property are properly ready for the site owner's primary use following use by others, including dispute resolution procedures;
- (h). Dispute resolution, appeals, cancellation or dissolution agreements, including issues related to past financial expenditures; and
- (i). Any other issues that may arise from joint use.

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

3.3.3 The emergency management officials of the Cities shall work with the DCPS facilities staff to identify schools, both existing and proposed, which can serve as emergency shelter sites, as well as identify and make available to the DCPS any grants or other monies for use in preparing a structure as an emergency shelter site.

3.3.4 Jacksonville will work with the DCPS to ensure that the shelter bed fee described in Policies 7.2.5, 7.2.6, and 7.2.7 of the Conservation Element of Jacksonville's Comprehensive Plan are enforced.

Section 4 Coordinate Land Use and School Capacity

Section 4.1 Comprehensive Plan Amendments, Rezonings, and Development Approvals

4.1.1 The Cities agree to provide an electronic copy, or otherwise make available electronically, to the DCPS, copies of all land use applications for development and redevelopment pending before them that may affect student enrollment, enrollment projections,

or school facilities. This requirement applies to amendments to the comprehensive plan, future land use map amendments, rezonings, developments of regional impact, final subdivision approvals or plats, and site plans.

4.1.2 Within 14 days after receipt of the application documents from the local government, the DCPS staff shall advise, in writing, the affected local government of the school enrollment, student transportation, or other school-related impacts anticipated to result from the proposed land use or development applications, and whether sufficient school capacity exists at the affected schools to accommodate the impacts. This evaluation process shall be expressed in terms of the adopted level of service, and shall be coordinated with the concurrency management system.

4.1.3 In reviewing and approving land use applications, rezoning requests and development application, which may affect student enrollment or school facilities, the Cities will consider the following issues where applicable and appropriate in the context of a development application:

- (a) Providing school sites and facilities within planned neighborhoods;
- (b) Insuring the compatibility of land uses adjacent to existing schools and reserved school sites;
- (c) The co-location of parks, recreation and community facilities with school sites;
- (d) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks;
- (e) Insuring the development of traffic circulation plans to serve schools and the surrounding neighborhood;
- (f) Providing off-site signalization, signage, access improvements and sidewalks to serve all schools;
- (g) The inclusion of school bus stops and turnarounds in new developments;
- (h) Encouraging the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- (i) DCPS comments on comprehensive plan amendments and other land-use decisions;
- (j) Available school capacity or planned improvements to increase school capacity; and
- (k) Whether the proposed development location is consistent with any local government's school design and planning policies.

4.1.4 In formulating community development plans and programs, the Cities will consider the following issues:

- (a) Targeting community development improvements in distressed neighborhoods near schools;
- (b) Understanding the importance of scheduling City programs and capital improvements that are consistent with and meet the capital needs identified in the DCPS school facilities plan;
- (c) Encouraging developments or property owners to provide incentives including, but not limited to, donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovation to existing facilities, and providing transportation alternatives;
- (d) Resolving multi-jurisdictional public school issues; and
- (e) Determining whether the proposed location is consistent with any local government's school design and planning policies.

Section 4.2 Educational Plant Survey

4.2.1 At least one year prior to the preparation of the Educational Plant Survey update, the ILA Team established in Section 1.1 of this Agreement will assist the DCPS in an advisory capacity in the preparation of the update. The ILA Team will share analysis regarding the location and need of new or improvements to, existing educational facilities consistent with the Cities' comprehensive plans.

Section 5 Implementation of School Concurrency

Section 5.1 Procedure

5.1.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of DCPS capital facilities plan, as well as the public school facilities element, the intergovernmental coordination and capital improvements elements of the Cities' comprehensive plans, in order to implement a school concurrency system as required by law.

5.1.1.1 No later than January 1, 2008, the Cities in coordination with the DCPS will adopt Comprehensive Plan amendments to address school concurrency matters, including:

- (a) A Public Schools Facilities Element, pursuant to Sections 163.3177(12) and 163.3180 Florida Statutes;
- (b) Changes to the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided in Section 163.3177 (6)(h)(1) and (2); and
- (c) Changes to the Capital Improvements Element necessary to effectuate school concurrency methodologies and processes, consistent with the re-

quirement of Section 163.3177 (3), Florida Statutes, and Rule 9J-5.016, Florida Administrative Code.

- 5.1.1.2 Following the amendment of the Cities' Comprehensive Plans, as provided herein, the Cities will adopt land development regulations to implement school concurrency consistent with their Comprehensive Plans, State laws (Sections 163.3180 and 163.3202, Florida Statutes), and the terms of this Agreement to be in place and effective by January 1, 2008.
- 5.1.1.3 Adoption of Five-Year Capital Facilities Plan: No later than October 1 of each year, the DCPS Five-Year Capital Facilities Plan must be adopted by the Duval County School Board. One month prior to adoption of the Five-Year Capital Facilities Plan, the DCPS will provide the proposed annual update of the Five-Year Capital Facilities Plan, which identifies those items that increase capacity to the Mayors of the Cities, with a copy to each chief planning official. The chief planning officials will respond to the DCPS regarding any inconsistencies that are identified with this agreement and the adopted Comprehensive Plans of each of the Cities. Local governments shall provide written comments, if any, to the DCPS within 14 days following receipt of the proposed work program.
- 5.1.1.4 Amendment of the Five-Year Capital Facilities Plan: Prior to the adoption of amendments to the Five-Year Capital Facilities Plan that affect school capacity for concurrency, the DCPS shall identify those items that increase capacity and coordinate with the Cities to provide them an opportunity to comment on the consistency of the amendment with this agreement and the Cities' Comprehensive Plans.
- 5.1.1.5 Capital Improvements Element (CIE): Annually, following the adoption of this Agreement, but no later than December 1st, the Cities will consider an amendment to their CIE in order to incorporate the DCPS adopted Five-Year Capital Facilities Plan.

Section 5.2 Level of Service (LOS) Standards

- 5.2.1 The DCPS and Cities agree to the following principles for school concurrency in Duval County:
 - 5.2.1.1 Level of Service (LOS) Standards: Pursuant to Section 163.3180(13)(b), F.S., the LOS standards set forth herein shall be applied consistently among the Cities in Duval County for the purpose of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development application, and determining the financial feasibility of the Five-Year Capital Facilities Plan.
 - 5.2.1.2 The uniform LOS standards for all public schools including magnets and all instructional facility types shall be 105% of the permanent Florida Inventory of School House (FISH) capacity plus portables, based on the utilization rate as established by the State Requirements for Educational Facilities (SREF).

- (a) The implementation of long term concurrency management shall be monitored to evaluate the effectiveness of the implemented improvements and strategies toward improving the level of service standards for middle schools in CSA 5 over the 10-year period.
- (b) The City shall adopt DCPS' Long Range Capital Improvements Plan as the 10-year long-term schedule of improvements for the purpose of correcting existing deficiencies and setting priorities for addressing backlogged facilities within CSA 5. The long-term schedule includes capital improvements and revenues sufficient to meet the anticipated demands for backlogged facilities within the 10-year period. The long-term schedule improves interim level of service standards for backlogged facilities and ensures uniform LOS, as established in policy above, is achieved by 2018. The long-term schedule will be updated by December 1st of each year, in conjunction with the annual update to the DCPS Five-Year Capital Facilities Plan and the City's Capital Improvements Element.
- (c) The City's strategy, in coordination with DCPS, for correcting existing deficiencies and addressing future needs includes:
 - 1) Implementation of a financially feasible Five Year Capital Facilities Plan to ensure level of service standards are achieved and maintained;
 - 2) Implementation of interim level of service standards within designated concurrency service areas with identified backlogged facilities in conjunction with a long-term (10-year) schedule of improvements to correct deficiencies and improve level of service standards to the district-wide standards;
 - 3) Identification of adequate sites for funded and planned schools; and
 - 4) The expansion of revenues for school construction.

5.2.1.3 The LOS standards shall be adopted in the Cities' Public School Facilities Element and Capital Improvements Elements.

5.2.1.4 If there is a consensus to amend the LOS, it shall be accomplished by the execution of an amendment to this Interlocal Agreement by all Cities and DCPS and the adoption of amendments to each local government's Comprehensive Plan, following an advisory review by the ILA Team and the Joint Planning Committee. The amended LOS shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed. No level of service shall be amended without showing that the LOS is financially feasible.

5.2.1.5 It is the intent of the DCPS that new schools be designed and constructed in conformance with the following design capacities:

TYPE OF SCHOOL	MINIMUM DESIGN STANDARDS
New Elementary (K-5)	788 students
New Middle (6-8)	1,200 students
New K-8	1,200 (800 ES, 400 MS) students
New High (9-12)	2,200 students

Section 5.3 Concurrency Service Areas (CSAs)

5.3.1 The CSAs shall be less than district wide and shall be divided into Concurrency Service Areas established for Duval County elementary and high schools, and Concurrency Service Areas for middle schools. These CSAs shall be adopted in each of the Cities' public school facilities elements, as shown on maps attached hereto and incorporated herein by this reference. The boundaries of the CSAs shall be documented in the data and analysis provided in each local government Public School Facilities Element.

5.3.2 The following CSAs are considered adjacent to each other:

Elementary and High Schools:

CSA 1 is adjacent to CSA 2, 7, 8, and 9

CSA 2 is adjacent to CSA 1, 8, and 9

CSA 3 is adjacent to CSA 4, 5, and 9

CSA 4 is adjacent to CSA 3, 5, and 9

CSA 5 is adjacent to CSA 3, 4, 6, and 9

CSA 6 is adjacent to CSA 5 and 9

CSA 7 is adjacent to CSA 1 and 9

CSA 8 is adjacent to CSA 1 and 2

CSA 9 is adjacent to CSA 1, 2, 3, 4, 5, 6, and 7

Middle Schools:

CSA 1 is adjacent to CSA 2, 7, and 8

CSA 2 is adjacent to CSA 1, 7, and 8

CSA 3 is adjacent to CSA 4, 5, and 8

CSA 4 is adjacent to CSA 3, 5, and 8

CSA 5 is adjacent to CSA 3, 4, 6, and 8

CSA 6 is adjacent to CSA 5 and 8

CSA 7 is adjacent to CSA 1 and 2

CSA 8 is adjacent to CSA 1, 2, 3, 4, 5, and 6

5.3.3 CSAs shall be subsequently modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this agreement, taking into consideration the following criteria:

- (a) Maximization of school facilities;
- (b) Minimize transportation costs;
- (c) Limiting student travel time;
- (d) Requirements of court-approved desegregation plans;
- (e) Achieving socioeconomic, racial, and cultural diversity objectives; and
- (f) Recognizing capacity commitments resulting from local governments' development approvals for the CSA and contiguous CSAs.

5.3.4 If there is a consensus to amend the CSAs, it shall be accomplished by the execution of an amendment to this Interlocal Agreement by all Cities and DCPS, following an advisory review by the ILA Team and Joint Planning Committee. The amended CSAs shall not be effective until the amended Interlocal Agreement is fully executed.

Section 5.4 Applicability and Capacity Determination

5.4.1 Except as provided in subsection 5.4.1.4 below, school concurrency applies only to residential uses that generate demands for public school facilities and are proposed or established after the effective date of the School Concurrency Ordinance.

5.4.1.1 The uniform methodology for determining whether capacity is available shall be determined by the DCPS and adopted into the Cities' public school facilities elements. Capacity is defined as:

- (a) Number of total student stations, which is permanent Florida Inventory of School Houses (FISH), plus portables; and
- (b) Proposed changes to permanent FISH I capacity as a result of construction, rehabilitation, or other changes in school capacity which will commence in the first three (3) years of the Five-Year Capital Facilities Plan.
- (c) The following steps shall be used for school concurrency testing:
 - 1) Q1: Is there current capacity in the CSA and adjacent CSAs?

- 2) Q2: Will adequate facilities be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval?
- 3) Q3: Are there facilities in the approved CIE scheduled for construction in year 4 or later of the CIE that can be accelerated into the first 3 years of the CIE, and the developer is willing to enter into a binding, financially guaranteed agreement with the school district to construct the accelerated facility within the first 3 years, and the cost of the facility is equal to or greater than the development's proportionate share?
- 4) Q4: Are there capacity improvements in the 5 year CIE to provide an adequate a facility to satisfy the demands created by the development, and the developer is willing to pay a proportionate share mitigation contribution?
- 5) Q5: What other mitigation can be worked out?

5.4.1.2 The capacity determination methodology shall be reviewed by the City and the DCPS annually, prior to the readoption or amendment of this ILA. The assumptions for the formula within the methodology shall be revisited and updated annually to address changing circumstances, including inflation, construction and land costs, and policy issues including the magnet and private school systems.

5.4.1.3 Available Capacity will be defined as a factor to be used to determine school concurrency that is determined by current permanent FISH capacity plus portables, plus planned additional permanent seats, plus portables over the applicable testing period according to the CIE less current student enrollment (for testing in the current year) or projected enrollment (for testing in year 3) based on State COFTE, adjusted to remove students generated by projected new housing stock (see Section 2.5.1.1).

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

- (a) Developments which have received and hold a valid concurrency reservation for capacity issued prior to the effective date of the Cities' School Concurrency Ordinance.
- (b) Developments of Regional Impact for which a development order has been issued prior to July 1, 2005, the effective date of Chapter 2005-290, Laws of Florida, or for which a DRI application has been submitted prior to May 1, 2005.
- (c) A proposed residential development application which does not increase the number of residential units will be credited with the number of residential units at the time of adoption of the appropriate City's School Concurrency Ordinance.

- (d) Other uses as provided for in the School Concurrency Ordinance.
- (e) Any residential development within a fairshare or development agreement which was submitted prior to the effective date of the School Concurrency Ordinance.
- (f) Any residential development vested under Cities concurrency system.
- (g) Any development with a *de minimus impact* defined as any residential development of 20 units or less, subject to land development regulation aggregation criteria.

Section 5.5 Process for Determining School Concurrency

- 5.5.1 In evaluating a proposed residential development for concurrency, any relevant improvements which are committed or planned in the Five-Year Capital Facilities Plan and the Capital Improvement Plan, shall be considered available capacity for the project and factored into the level of service analysis. Any relevant improvements which will commence construction after the 3rd year of the Five-Year Capital Facilities Plan shall not be considered available capacity for the project unless either: (i) funding and a schedule to accelerate the improvement into the first three years is assured through DCPS; (ii) funding for the improvements which are scheduled to commence in years four or five is provided through proportionate share mitigation; (iii) the developer and the DCPS agrees to accelerate the construction and funding of the facility to be moved into first three years; or (iv) some other means. Also, any projected reduction in the number of students enrolled in the CSA or adjacent CSA will be considered as additional available capacity. The City shall not deny an application for site plan, final subdivision approval, or the functional equivalent for a development or phase of a development authorizing residential development for exceeding the adopted level of service, where adequate school facilities will be in place or under construction within three years after the issuance of final subdivision or site plan approval, or the functional equivalent.
- 5.5.2 The Cities will approve final development orders for residential projects, only after the applicant has complied with the terms of the City's School Concurrency Ordinance.
- 5.5.3 The Cities will transmit the application to DCPS for a determination of whether there is adequate school capacity, for each level of school (elementary, middle, and high school), to accommodate the proposed development, based on the LOS standards, CSAs, and other standards set forth herein and the Cities' School Concurrency Ordinances. The Cities shall process school concurrency determinations in a manner consistent with their other concurrency procedures.
- 5.5.4 Within a reasonable time from the date of the initial transmittal as prescribed in the Cities' School Concurrency Ordinance and consistent with the respective Cities development review process, the DCPS will review the completed application, and, report in writing to the appropriate City, whether adequate school capacity exists for each level of school (elementary, middle and high), based on the LOS standards set forth in this Agreement.
- 5.5.5 If sufficient school capacity is not available as described in Section 5.5.1 above, the DCPS shall specify in the Five- Year Capital Facilities Plan how it proposes to meet the

anticipated student enrollment demand; alternatively, the DCPS, affected City, and developer may collaborate to find means to ensure sufficient school capacity will exist to accommodate the development, such as proportionate share mitigation, developer contributions, project phasing, and required facility improvements.

5.5.6 If the DCPS and the appropriate local government determine that adequate capacity does not exist but that mitigation will be an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period, pursuant to Section 5.6.

5.5.7 The Cities will issue a School Concurrency Determination only upon:

- (a) DCPS written determination that adequate school capacity to serve the development (or anticipated phase(s) of the development which will be constructed in the first three years) will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval, or the functional equivalent; or
- (b) The execution of a legally binding mitigation agreement between the applicant, the DCPS, and appropriate local government (s), as provided in Section 5.6.

5.5.8 Where a proportionate share agreement is required, capacity shall be reserved as specifically defined by an approved mitigation agreement between DCPS, the developer and the local government that includes a performance schedule and phased payments. In no case shall capacity be reserved longer than 10 years.

Section 5.6 Proportionate Share Mitigation

5.6.1 The DCPS shall establish within the Five-Year Capital Facilities Plan, as annually updated, the following standards for the application of proportionate share mitigation:

- (a) Student Generation Rate shall be calculated for each school type by dividing the total number public school students actually enrolled in that school type in Duval County by the number of total housing units for the same year. On or about June 30th, the Student Generation Rate shall be recalculated, using the most recent count for actual student enrollment as reported by DCPS to the FDOE, and the most recent copy of JPDD's Annual Statistical Package for the number of total housing units in Duval County as of December 31st for the same year. Total housing units is calculated by taking the most recent decennial census' total housing units and adding the number of new residential units permitted since the last decennial census, and subtracting the number of demolitions permitted since the last decennial census. Should an applicant believe special circumstances apply; the applicant may provide a site or use specific Student Generation Rate study acceptable to DCPS and request approval of DCPS and the city for a project-specific Student Generation Rate. These standards shall be defined in the Concurrency Handbook.

- (b) Cost per Student Station shall be based on the following: Multiplying the number of deficient student stations needed to serve the proposed development or redevelopment by the cost estimates for resolving such deficiencies in affected school type. Such estimates shall include all costs of providing instructional and core capacity facilities as published in the Educational Specifications, State Requirements for Educational Facilities (SREF), Florida Building Code and designed using the standards listed in the Facilities Services Design Guidelines developed by the School District, including school facility construction cost, hurricane hardening of structures, required on and off-site infrastructure costs including land, professional fees for architects, engineers, construction managers, design, DCPS athletic costs, buildings, equipment, furniture, and site improvements. Should the DCPS own a suitable school site in the impacted CSA, or should a suitable school site and/or facilities be committed to be provided in an approved agreement or development order, the cost of any such land will not be included in the student station cost.
- (c) The cost of ancillary facilities that generally support the DCPS and capital costs associated with the transportation of students shall not be included in the cost per student station used for proportionate share mitigation.
- (d) Within 90 days of the execution of this agreement by all parties, the DCPS shall submit to the ILA Team and Joint Planning Committee the Cost per Student Station to be used upon the implementation of school concurrency, together with supporting data and analysis. The supporting data and analysis shall include: current FDOE student station cost estimates for the corresponding school type; historical cost data for DCPS school facilities, including cost breakdowns for school facility construction costs, hurricane hardening of structures, required on and off-site infrastructure costs, land, professional fees, athletics, buildings, equipment, furniture, and site improvements; and historical cost data and current comparable values for land. The Cost per Student Station will be reviewed annually in coordination with Section 5.6.1 (a) above by the ILA Team and Joint Planning Committee.

5.6.2 In the event that there is not sufficient capacity in the affected or adjacent CSA to address the impacts of a proposed residential development, the following steps shall apply:

- (a) If the applicable Capital Improvement Plan demonstrates that adequate facilities to serve the development will be in place or under actual construction in the applicable CSA or adjacent CSAs within three years after the issuance of final subdivision or site plan approval, then school concurrency will be deemed satisfied (see s. 163.3180(13)(e)); or
- (b) If facilities in the approved CIE scheduled for construction in year 4 or later of the CIE are accelerated into the first 3 years of the CIE, and the developer is willing to enter into a binding, financially guaranteed agreement with the DCPS to construct the accelerated facility within the first 3 years, and the cost of the facility is equal to or greater than the develop-

ment's proportionate share, then school concurrency will be deemed satisfied. (see s. 163.3180(13)(e)4); or

- (c) If capacity improvements in the applicable five year Capital Improvement Plan would provide adequate facilities to satisfy the demands created by the development, school concurrency will be deemed satisfied pursuant to sections 163.3180(13)(e) and 163.3180(13)(e)3, Florida Statutes, provided that: (i) those improvements are scheduled for years four and five of the Capital Improvement Plan; (ii) the developer is willing to pay a proportionate share mitigation contribution; and (iii) the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property; or
- (d) If approval of the development order is conditioned upon phasing the project's impacts such that development orders shall be delayed to a date when capacity enhancement and LOS can be assured; or
- (e) If other statutorily acceptable mitigation is offered and accepted; or
- (f) The project shall not be approved.

5.6.3 As approved in Section 5.6.2, residential developers may pay proportionate share mitigation to offset costs to the DCPS of the proposed development or redevelopment, in the event concurrency is not available in the affected or adjacent CSA for a particular school type (elementary, middle, high school). A separate calculation shall be made for each school type where capacity is not available in order to offset the impacts of a proposed development.

5.6.4 Mitigation shall be allowed where feasible, for those developments that cannot meet the adopted LOS as set forth in Section 5.2.1. The applicant shall initiate in writing a mitigation negotiation period with the DCPS and the City in order to establish an acceptable form of mitigation, pursuant to Section 163.3180(c), Florida Statutes, the Cities' School Concurrency Ordinance, and this agreement. Mitigation shall be negotiated and agreed to by the DCPS and the City and shall be sufficient to offset the demand for public school facilities projected to be required by the development.

Acceptable forms of mitigation shall include but not be limited to:

- (a) The donation, construction, or funding of school facilities sufficient to offset the demand for public schools created by the proposed development under a mitigation agreement satisfactory to the DCPS and the city. Improvements to existing schools will only be acceptable if they add student station and associated core space capacity.
- (b) Land acquisition or contribution such as: a developer signs a development agreement or is subject to a conditional zoning requiring donation of land satisfactory to the DCPS and the City. Land must be demonstrated to contain the minimum number of buildable acres determined by the DCPS as required for a particular school type, as evidenced by a report by a licensed environmental consultant acceptable to the DCPS.

- (c) Expansion of existing permanent school facilities subject to the expansion being consistent with DCPS standards for a school of the same category;
- (d) Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF);
- (e) Mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold to developments within the same CSA or adjacent CSA, as may be provided in Cities' School Concurrency Ordinance;
- (f) Proportionate Share mitigation as set forth in section 163.3180(13)(e), Florida Statutes.

Proposed mitigation must be directed toward school capacity improvement identified in the DCPS financially feasible Five-Year Capital Facilities Plan, which satisfies the demands created by the proposed development.

Relocatable classrooms will not be accepted as mitigation.

5.6.5 The following methodology shall be used to determine proportionate share within the CSAs:

- (a) The number of proposed housing units, multiplied by the Student Generation Rate by affected school type, multiplied by the Cost per Student Station by affected school type.
- (b) Applicable credits shall be deducted to determine the proportionate share mitigation amount.

Applicable credits are:

- 1) Cities' contributions to address co-locations with other public facilities or hurricane shelter provision.
- 2) Valorem Tax Credits— The present value of 50% of that portion of the 2 mils collected by Duval County and distributed. The two mils collected shall be based on the median appraised value per housing unit. The term shall be 25 years. The discount shall be equal to the current rate for DCPS Certificates of Participation (COPs). The result of this present value shall be multiplied by the number of seats mitigated.
- 3) Residential units existing on the site at the time for proportionate share mitigation is proposed, which will be replaced by the proposed project.
- 4) Project phasing considerations.

5.6.6 If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant, DCPS and the City are able to agree to an acceptable mitigation, a legally binding mitigation agreement shall be executed prior to the issuance of the final development order. This development agreement will set forth the terms of the mitigation,

including such issues as the amount, nature and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Interlocal Agreement. In this development agreement, DCPS must commit to place the improvement required for mitigation in its Five-Year Capital Facilities Plan and the Cities' Capital Improvements Element. This development agreement shall include the land owner's commitment to continuing renewal of the development agreement until the mitigation is completed as determined by DCPS and the City. Successfully meeting the requirements of this section shall allow the development to proceed subject to all other rules and regulations of the Cities.

- 5.6.7 The DCPS may grant two (2) 90-day extensions to the mitigation negotiation period, after which the applicant will have to reapply.
- 5.6.8 Proportionate share mitigation options will be specified in the Cities' public school facilities elements and School Concurrency Ordinances.
- 5.6.9 The DCPS and Cities shall use the processes and information sharing mechanisms outlined in this Agreement to adopt the initial public school capital facilities program and public school facilities elements, and to ensure that the school concurrency system is updated, the DCPS capital facilities plan remains financially feasible in the future, and any desired modifications are made. Updated public school capital facilities programs will be adopted by reference into the Cities' Capital Improvement Element no later than December 1st of each year.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the DCPS of Duval County, on this 3rd day of February, 2009.

Attest:

THE DCPS OF DUVAL COUNTY, FLORIDA
Duval County School Board

By: W.E. Pratt-Dannals
W.E. Pratt-Dannals
Superintendent of Schools
And Ex-Officio Secretary to the Board

By: Tommy Hazoufi
Tommy Hazoufi, Chairman

Approved by the Board on December 8, 2008

(CORPORATE SEAL)

Form Approved for Duval County School Board
By: Shannon Ecker
Deputy General Counsel

State of Florida, County of Duval

WITNESS my hand and official seal this 3rd of February, A.D. 2009

Linda S. DeAbreu
(AFFIX NOTARY SEAL)
Print Name Linda S. DeAbreu
My Commission Expires 11-23-09



Linda S. DeAbreu
Commission # DD475989
Expires November 23, 2009
Bonded Troy Fain - Insurance, Inc. 600-385-7019

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Consolidated City of Jacksonville, on this 3rd day of February, 2009.

THE CONSOLIDATED CITY OF JACKSONVILLE, FLORIDA:

ATTEST:

CITY OF JACKSONVILLE

By: *Leisha Ann*
Corporation Secretary
117 West Duval Street
Jacksonville, FL 32202

By: *Kerri Stewart*
Mayor
117 West Duval Street
Jacksonville, FL 32202



(CORPORATE SEAL)

Form Approved:

Kerri Stewart
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12

By: *Shannon Eller*
Assistant General Counsel

Kerri Stewart
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12

State of Florida)
County of Duval)

On this 3rd day of February, 2009, before me, the undersigned notary public appeared John Peyton and Neil W. McArthur, Jr., whose titles are Mayor and Corporation Secretary, respectively, for the Consolidated City of Jacksonville, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the Consolidated City of Jacksonville, Florida, for the purposes therein contained.

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

WITNESS my hand and official seal this 3rd of February, A.D. 2009.

Print Name *Ivy L Dwyer-Frazee*
My Commission Expires _____



IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Atlantic Beach, on this 25th day of August, 2008.

THE CITY OF ATLANTIC BEACH, FLORIDA:

By: [Signature]
Jim Hanson, City Manager

By: [Signature]
John Meserve, Mayor

(CORPORATE SEAL)

ATTEST:

Donna L Bartle
~~Donna Bussey~~, CMC
City Clerk, City of Atlantic Beach

On this 28th day of August, 2008, before me, the undersigned notary public appeared John Meserve and Jim Hanson, whose titles are Mayor and City Manager, respectively, for the City of Atlantic Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Atlantic Beach, Florida, for the purposes therein contained.

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

WITNESS my hand and official seal this 28th of August, A.D. 2008.

Print Name Donna L. Bartle

My Commission Expires March 30, 2009



IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town of Baldwin, on this 30th day of December, 2008.

THE TOWN OF BALDWIN, FLORIDA:

ATTEST:

TOWN OF BALDWIN

By: Jesse M. Hea
Town Clerk

By: Stan Torman
Mayor

(CORPORATE SEAL)

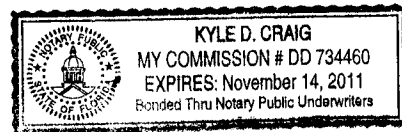
State of Florida)
County of Duval)

On this 30th day of December, 2008, before me, the undersigned notary public appeared Iula Hin and Stan Torman, whose titles are Mayor and City Manager, respectively, for the Town of Baldwin, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the Town of Baldwin, Florida, for the purposes therein contained.

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

WITNESS my hand and official seal this 30th of December, A.D. 2008.

Print Name Kyle D. Craig
My Commission Expires 11/14/2011



IN WITNESS WHEREOF, this Interlocal Agreement, as amended, has been executed by and on behalf of the City of Jacksonville Beach, on this 17th day of November, 2008.

THE CITY OF JACKSONVILLE BEACH, FLORIDA:

ATTEST:

CITY OF JACKSONVILLE BEACH

By: M. O. Forbes
City Manager

By: [Signature]
Mayor

(CORPORATE SEAL)



State of Florida)
County of Duval)

On this 18th day of NOVEMBER, 2008, before me, the undersigned notary public appeared FLAND SHARP and GEORGE FORBES, whose titles are Mayor and City Manager, respectively, for the City of Jacksonville Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Jacksonville Beach, Florida, for the purposes therein contained.

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

WITNESS my hand and official seal this 18th of NOVEMBER A.D. 2008.

Nancy J Pyatte
(AFFIX NOTARY SEAL)

Print Name NANCY J PYATTE
My Commission Expires NOV. 18, 2011



IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Neptune Beach, on this 3 day of Feb, 2008.⁹

THE CITY OF NEPTUNE BEACH, FLORIDA:

ATTEST:

CITY OF NEPTUNE BEACH

By: JR Janney
City Manager

By: Harriet Prvette
Mayor

(CORPORATE SEAL)

State of Florida)
County of Duval)

On this 3 day of Feb, 2008⁹, before me, the undersigned notary public appeared Harriet Prvette and _____, whose titles are Mayor and City Manager, respectively, for the City of Neptune Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Neptune Beach, Florida, for the purposes therein contained.

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

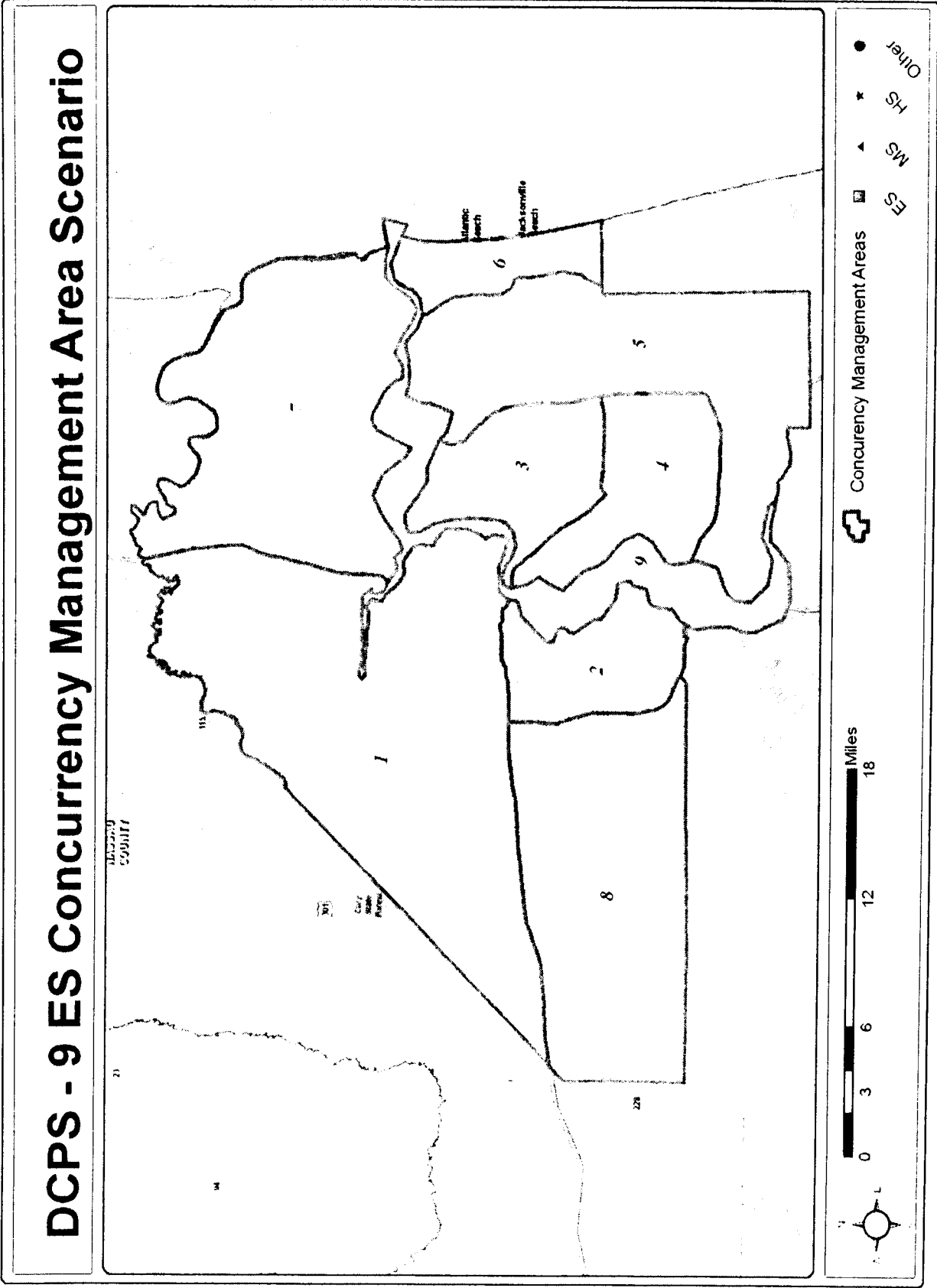
WITNESS my hand and official seal this 3 of Feb, A.D. 2008.

Lisa Volpe
(AFFIX NOTARY SEAL)
Print Name _____
My Commission Expires _____

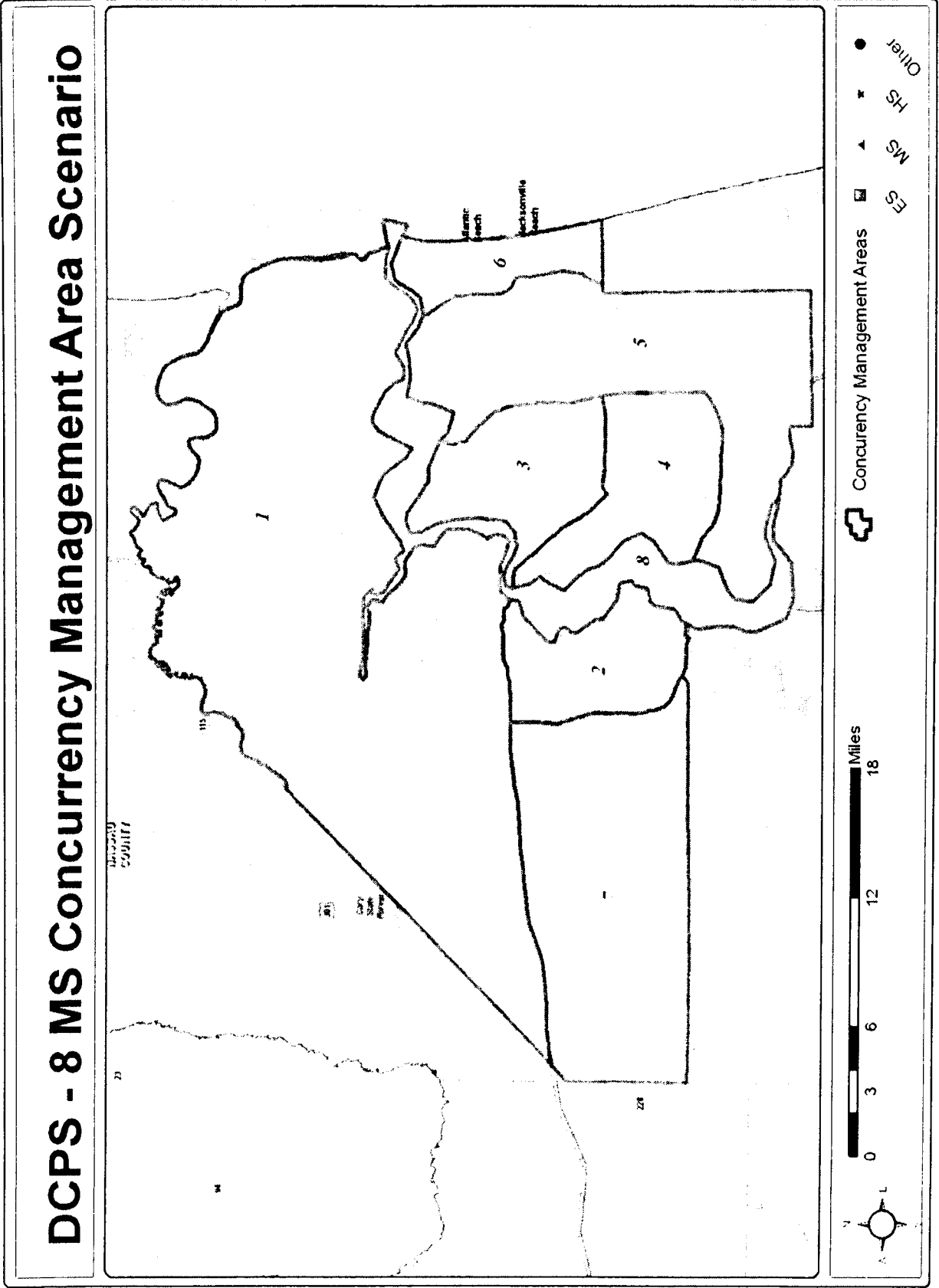


LISA VOLPE
MY COMMISSION # DD 627607
EXPIRES: February 27, 2011
Bonded Thru Budget Notary Services

Map 1a – School Concurrency Service Areas



Map 1b – School Concurrency Service Areas



Map 1c – School Concurrency Service Areas

