

## INTERLOCAL AGREEMENT FOR JOINT FACILITY PLANNING

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

**WHEREAS**, The Cities and the School Board recognize the benefits that flow to the citizens and students of the communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the Cities and the School Board by the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Cities, (4) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, active recreation facilities, libraries, and other community facilities to take advantage of joint use opportunities, and (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

**WHEREAS**, the City Council of the Consolidated City of Jacksonville and the Duval County School Board, in March 2001, established a Joint Planning Committee to serve as an advisory body to the City Council and School Board, and charged said Joint Planning Committee to assist Jacksonville and the School Board in carrying out many of the public school facility planning responsibilities subsequently mandated in Sections 1013.33 and 163.31777, Florida Statutes, and

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

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

### JOINT PLANNING COMMITTEE

Interlocal Agreement for Joint Facility Planning  
Approved by the Committee & General Counsel's office  
April 25, 2003  
Revised May 5, 2003 by PHSE Committee

## **Section 2. Student Enrollment and Population Projections**

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

## **Section 3. Coordinating and Sharing of Information**

- 3.1 Jacksonville, acting on behalf of itself and the other Cities, will coordinate and share information with the DCPS as follows:
- 3.1.1 Jacksonville's Department of Planning and Development 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.

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

3.3 The Joint Planning Committee including both elected and citizen members will provide a review and coordination of the activities covered under this Interlocal Agreement. This Committee shall perform all of the duties outlined in Resolution 2001-65-A of the City Council of Jacksonville and the companion Resolution of the Duval County School Board approved on March 7, 2001

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

#### **Section 4. School and Public Facility Site Selection**

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

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

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

4.3.1 DCPS Real Estate Officer,

4.3.2 DCPS Director of Pupil Assignment,

4.3.3 Jacksonville Department of Planning and Development,

4.3.4 Jacksonville Department of Public Works, including Traffic Engineering,

4.3.5 Jacksonville Parks and Recreation Department,

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## **Section 5. Supporting Infrastructure**

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

## **Section 6. Comprehensive Plan Amendments, Rezoning, and Development Approvals**

- 6.1 The School Board will designate and appoint a representative to serve as a non-voting member on each of the local planning agencies (LPA) of the Cities. The representative will be noticed, provided an agenda, and invited to attend and/or provide comments to the LPA's for Jacksonville, Atlantic Beach, Baldwin, Jacksonville Beach, and Neptune Beach.
- 6.2 The Cities will provide the School Board's representative to their LPA with copies of all land use amendments and rezoning proposals that may affect student enrollment projections or school facilities. Such notice will be provided pursuant to local notice procedures. This notice requirement applies to amendments to the Future Land Use Map of each Cities' comprehensive plan, rezonings, and Developments of Regional Impact. The Cities will also forward to the DCPS all residential subdivision reviews as part of the commenting agency review.
- 6.3 After notification by the Cities, the DCPS representative will advise the chief planning official for the appropriate City of the school enrollment impacts anticipated to result from the proposed land use application or development proposal. The comments will include whether sufficient permanent capacity exists or is planned to accommodate the impacts, based on the Five-Year District Facilities Work Program. School capacity will be reported following DOE criteria. All comments submitted by the DCPS shall become a part of the official record of the comprehensive plan amendment, rezoning or development proposal.
- 6.4 Based on the DOE definition of adequate permanent capacity, if sufficient capacity is not available or planned to serve the development at the time of impact, the DCPS will specify how it proposes to meet the anticipated student enrollment demand. The DCPS proposals to meet such demand shall be based on the facilities work program adopted pursuant to Chapter 1013.35, F.S.
- 6.5 In reviewing and approving land use applications and development proposals, the Cities may consider such issues, as applicable:

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

- 7.1 At least one year before the preparation of the Educational Plan Survey update, the Technical Advisory Committee established in Section 4 of this agreement will make recommendations to DCPS staff regarding the location of new schools or improvements to existing schools.
- 7.2 The DCPS staff will provide the proposed annual update of the Five-Year Facilities Work Program to the Mayors of the Cities, with a copy to each chief planning official and a copy to each member of the legislative body of each City (Jacksonville City Council, Atlantic Beach City Commission, Baldwin Town Council, Jacksonville Beach City Council and Neptune Beach City Council). The chief planning officials will respond to the DCPS regarding any inconsistencies that are identified with the adopted Comprehensive Plans of each of the Cities.
- 7.3 The DCPS will address capacity issues for each project in the Five-Year Work Program.

## **Section 8. Co-Location**

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

## **Section 9. Joint Use**

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

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

### **Section 10. Resolution of Disputes**

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

### **Section 11. Public Input and Oversight**

- 11.1 Each of the Cities and the School Board shall hold at least one public hearing before the adoption of this agreement and before approving any amendments to this agreement. The public hearing(s) shall be held, after notice is provided pursuant to state law, following the normal rules and procedures of each of the Cities. The public may provide both written and oral comments on the agreement at the scheduled public hearing(s).
- 11.2 A copy of this Interlocal Agreement will be posted on the City of Jacksonville website; and, if applicable, the websites of the other Cities. A copy of the Interlocal Agreement will be placed in each of the branch libraries of the Jacksonville Library system.
- 11.3 An annual report will be prepared by the Joint Planning Committee. This annual report shall be made available for public review and comment. A copy of the report will be sent to the Mayors of the Cities, the School Board and each member of the legislative bodies of the Cities. A copy of the Annual Report will be posted on the City of Jacksonville website; and, if applicable, the websites of the other Cities. A copy of the annual report will be placed in each of the branch libraries of the Jacksonville Library system.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Consolidated City of Jacksonville, on this 26<sup>th</sup> day of June, 2003.

**THE CONSOLIDATED CITY OF JACKSONVILLE, FLORIDA:**

ATTEST:

**CITY OF JACKSONVILLE**

By: [Signature]  
Corporation Secretary  
117 West Duval Street  
Jacksonville, FL 32202

By: [Signature]  
Mayor  
117 West Duval Street  
Jacksonville, FL 32202



(CORPORATE SEAL)

Form Approved:

By: [Signature]  
Assistant General Counsel

State of Florida)  
County of Duval)

On this 26<sup>th</sup> day of June, 2003, before me, the undersigned notary public appeared John A. Delaney and Neill 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 26<sup>th</sup> of June, A.D. 2003.

[Signature]  
(AFFIX NOTARY SEAL)

Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Sharon E. Chappelle  
MY COMMISSION # CC935460 EXPIRES  
July 25, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

**JOINT PLANNING COMMITTEE**  
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Approved by the Committee & General Counsel's office  
April 25, 2003  
Revised May 5, 2003 by PHSE Committee

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town of Baldwin, on this 30<sup>th</sup> day of June, 2003.

THE TOWN OF BALDWIN, FLORIDA:

ATTEST:

TOWN OF BALDWIN

By: [Signature]  
Town Clerk

By: [Signature]  
Mayor

(CORPORATE SEAL)

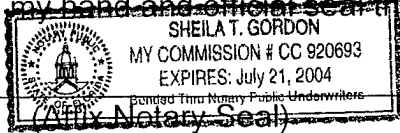
State of Florida)  
County of Duval)

On this 30<sup>th</sup> day of June, 2003, before me, the undersigned notary public appeared Lula M. Hill and Murvin E. Godbold, Jr., whose titles are Mayor and Town Clerk, respectively, for the Town of Baldwin, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal Agreement, in behalf of the Town of Baldwin, Florida, for the purposes therein contained.

Such persons did not take an oath and  were personally known to me,  produced a current Florida Driver's License or identification; or  produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this 30<sup>th</sup> of June, A.D., 2003.

Notary: \_\_\_\_\_



Print Name: Sheila T. Gordon

My Commission Expires: 7/21/2004



IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Neptune Beach, on this 18<sup>th</sup> day of June, 2003.

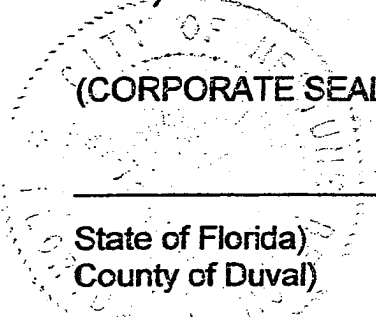
THE CITY OF NEPTUNE BEACH, FLORIDA:

ATTEST:

CITY OF NEPTUNE BEACH

By: Karla Strait (Deputy)  
City Clerk

By: Richard A. Brown  
Mayor



(CORPORATE SEAL)

State of Florida)  
County of Duval)

On this 18<sup>th</sup> day of June, 2003, before me, the undersigned notary public appeared Richard A. Brown and Karla Strait, whose titles are Mayor and City Clerk, respectively, for the City of Neptune Beach, Florida, a party to the foregoing Interlocal Agreement, and acknowledging that they, being authorized to do so, executed said foregoing Interlocal agreement, in behalf of the City of Neptune Beach, Florida, for the purposes therein contained.

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

WITNESS my hand and official seal this 18<sup>th</sup> of June, A.D. 2003.

Teresa M. Klein

(AFFIX NOTARY SEAL)

Print Name Teresa M. Klein  
My Commission Expires 3/24/06



Jeffrey R. Clements  
Chief of Research  
(904) 630-1405

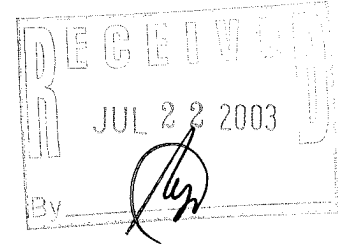


OFFICE OF THE CITY COUNCIL  
RESEARCH DIVISION

cc: Dept. Lead  
Jody M.

RESEARCH ASSISTANTS  
Rick Campbell (904) 630-1679  
John Jackson (904) 630-1729  
Keith Weiss (904) 630-1775  
Rachel Welsh (904) 630-7234

July 9, 2003



**MEMORANDUM**

TO: Joint Planning Committee Members  
FROM: Rachel Welsh, Research Assistant  
RE: Interlocal Agreement for Joint Facility Planning

Please find enclosed a copy, for your records, of the fully executed Interlocal Agreement for Joint Facility Planning.

Please let me know if you have any questions or need additional information.

/rew

Enclosure

cc: Joint Planning Committee Resource Staff  
Bill File 2003-430-A

