

**Interlocal Agreement Between the  
Board of County Commissioners of St. Johns County, Florida, City of St. Augustine, City  
of St. Augustine Beach, Town of Hastings  
and the  
School Board of St. Johns County, Florida.**

This Agreement is entered into between the Board of County Commissioners of St. Johns County, Florida (hereinafter referred to as “County”, all the legislative bodies of the municipalities including the City of St. Augustine, Florida, the City of St. Augustine Beach, Florida and the Town of Hastings, Florida (hereinafter referred to as “Cities”), and the School Board of St. Johns County, Florida (hereinafter referred to as “School Board”).

WHEREAS, St. Johns County has experienced significant population growth in the recent past and it is anticipated that for the foreseeable future the County’s population will continue to grow at a rate equal to or in excess of the state and national average, and

WHEREAS, The County has jurisdiction for land use and growth management decisions in the unincorporated portions of the County, including the authority to approve or deny comprehensive plan amendments, rezonings or other development orders that generate students and impact the school system and the Cities have similar jurisdiction within their respective boundaries.

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

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

WHEREAS, the parties have enjoyed the benefit of an interlocal agreement since February 16, 1999 and find that it is now advisable to amend and update that previous agreement and to otherwise bring it into conformity with Sections 163.31777 and 1013.33, Florida Statutes, and

WHEREAS, the 2005 Florida Legislature adopted Senate Bill 360 which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement school concurrency, and

NOW THEREFORE, the parties enter into the following Agreement:

**Joint Meetings**

1. The County Commission and the School Board shall meet in joint workshop sessions on a quarterly basis, alternating the meeting location between the County

Administration Building, the School Board Administrative Center, and other sites in the county, as the parties may agree. The legislative bodies of the Cities will each meet with the School Board on an annual basis, as needed, determining meeting locations between their respective City Hall and the School Board Administration Center and other sites in the county, as the parties may agree.

2. The joint workshop sessions shall be opportunities for the County Commission, the legislative bodies of the Cities, the School Board and their respective staffs to discuss issues of mutual concern, including but not limited to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements and joint use opportunities, as well as reuse and conversion of school facilities to other uses, including other public uses.
3. Annually, the County, Cities and School Board staffs shall meet collectively. Further, County and School Board staffs shall meet on a regular basis, as needed. The purpose of these meetings shall be to discuss and share information concerning issues of mutual concern, including but not limited to population and student projections, development trends, school needs, co-location and joint use opportunities, as well as ancillary infrastructure improvements needed to support each school and to ensure safe student access.

#### **Planning and Zoning Agency**

4. Pursuant to County Ordinance No. 2002-43, the County has granted to the School Board the opportunity to appoint one full participating and voting member of the St. Johns County Planning and Zoning Agency, exceeding the minimum requirements of Section 163.3174, Florida Statutes. The Cities have granted to the School Board the opportunity to appoint one non-voting member of the City/Town Planning and Zoning Board, meeting the minimum requirements of Section 163.3174, Florida Statutes. This representative will attend those meetings at which the agency considers various land use matters, including but not limited to, comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application.

#### **Population Projections**

5. Student projections per household shall be developed by the School Board based upon data provided by the State of Florida, the County, Cities and the School Board's own historical data and other information. Such projections shall be used by the parties in the review and approval process for new residential development.
6. In implementing the goals and criteria described in paragraph 14, the parties agree to coordinate and base their plans upon consistent projections of the amount, type and distribution of population growth and student enrollment. Countywide or

city-wide five-year population and student enrollment projections shall be revised annually and be provided early in the year at a staff working group meeting, addressed at paragraph 3 above, that is held after the effective date of this Agreement.

- (a) The School Board shall utilize student population projections based on information that is produced by demographic, revenue and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement among the parties, as well as the Office of Educational Facilities. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the School Board will coordinate with the County and Cities regarding development trends and future population projections.
- (b) The School Board, working with the County and Cities will use the information described in paragraph 7 to allocate projected student enrollment into concurrency service areas and municipal boundaries so that district-wide projections are not exceeded. The planning sectors will be established by mutual consent of the School Board, County and Cities staff. The allocation of projected student enrollment will be determined at the first staff meeting described in paragraph 3 above.

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### **Coordinating and Sharing of Information**

- 7. On a regular basis, and at a minimum annually, the County and Cities shall provide the School Board with information on growth and development trends within their respective jurisdictions. This information shall be in tabular, graphic, or textual formats, and shall include at least the following:
  - (a) the type, number, and location of residential units that have received zoning or site plan approval;
  - (b) information about future land use map amendments that might affect school facilities;
  - (c) building permits issued in the proceeding year, and the locations of the permitted uses;
  - (d) information about the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students; and

- (e) identification of any development orders issued that require provision of a school site as a condition of development approval.

### **Implementation of School Concurrency**

- 8. This section establishes the mechanisms for coordinating the development, adoption and amendment of the School Board's capital facilities plan, as well as the public school facilities elements, intergovernmental coordination elements and capital improvements elements of the County and Cities' comprehensive plans, in order to implement a uniform districtwide school concurrency system, as required by law.
- 9. It is the intent that each local government adopt coordinated and consistent Public School Facilities Elements in their respective local government comprehensive plans. This will be accomplished using the same public school facilities data and analysis, and adoption of uniform and identical Level of Service (LOS) standards and Concurrency Service Areas in each local government jurisdiction. In addition, it is the intent that uniform standards for school concurrency management systems be adopted in the land development regulations of each local government to ensure a coordinated and consistent application of school concurrency.

Once adopted, the County, Cities and School Board staffs shall annually review progress made toward the implementation of the Public School Facilities Element as set forth in Section 3 of this Agreement, including a review of the data and analysis (e.g. population projections, student generation factors, future land use map amendments, permitting data, etc.), Level of Service standards, Concurrency Service Area boundaries, and other relevant information and data.

If one or more of the above listed parties desire to initiate a modification requiring an amendment to their Public School Facilities Element, the following process shall be followed:

- (a.) Such modification shall be submitted to the remaining parties for comment prior to transmittal of a comprehensive plan amendment to the Department of Community Affairs. The submitting party or parties shall provide a summary of the requested modifications and the impact of the modifications on the comprehensive plans and school concurrency systems of the remaining parties.
- (b.) Within sixty (60) days of its receipt of the proposed modifications from the submitting party or parties, the reviewing parties shall provide written comments regarding the proposed modifications, and whether it consents or objects to the proposed modifications. If it objects, the reviewing party or parties shall provide reasons for

its objections, and conditions that may result in the reviewing party or parties consenting to the proposed modifications.

- (c.) If the submitting party or parties and the reviewing party or parties are unable to resolve any disagreements and ultimately consent to the proposed modifications, the matter will be addressed through the dispute resolution process set forth in Section 22 of this Agreement.
- (d.) The County, Cities, and School Board agree that once a proposed modification has the consent of all other parties, or is determined to be appropriate through the dispute resolution process, each party will initiate changes required to implement the proposed modification to include any necessary comprehensive plan amendment(s), work program adjustments, and any other regulatory changes necessary to implement the modification. The parties agree that necessary amendments to the respective local government comprehensive plans shall be transmitted and adopted in timeframes that allow concurrent review by the Department of Community Affairs.

10. The School Board, County and Cities agree to the following principles for school concurrency in St. Johns County:

- (a) As provided in Section 9 above, uniform and identical Level of Service standards shall be adopted in each local government comprehensive plan and shall be applied consistently by the County, Cities and School Board for all schools in St. Johns County. The Level of Service standards will be used to determine whether sufficient school capacity exists to accommodate future development projects, and evaluate the sufficiency of the Five Year District Facilities Work Program.

Modification of the adopted Level of Service standards shall only be accomplished through an amendment in each local government comprehensive plan. The procedure for proposing a change to the adopted Level of Service standards shall be follow the process outlined in Section 9 above.

The uniform, districtwide level of service standards are initially set as 100% of the Permanent Florida Inventory of School House (FISH) Capacity based on the utilization rate as established by the State Requirements for Educational Facilities (SREF), effective August 2005 and shall be adopted in the County's and Cities' public facilities elements and capital improvements elements.

Leased Relocatables shall be utilized to maintain the LOS on a temporary basis when construction to increase capacity is planned and in process. The temporary capacity provided by relocatables shall not exceed 20% of the Permanent FISH capacity and shall be used for a period not to exceed five years. Relocatables may also be used to accommodate special education programs as required by law.

It is the intent of the St. Johns County School District that new schools be designed and constructed based on the following design capacities:

New Elementary (K-5)	Design Capacity of 700
New Middle (6-8)	Design Capacity of 1000
New K-8	Design Capacity of 1000
New High (9-12)	Design Capacity of 1500

- (b) The concurrency service areas shall be less than districtwide and shall be co-terminus with the adopted School Board High School attendance zone boundaries for the 2008-2009 school year. The boundaries of the concurrency service areas shall be documented in the data and analysis provided in each local government Public School Facilities Element and a map of the concurrency service areas shall be provided in the data and analysis.

The boundaries of the Concurrency Service Areas and any modifications shall be based on the consideration of the following criteria:

- Maximum utilization of school facilities
- Future growth and demographic changes
- Demographic/Socioeconomic balance
- Requirements of the current Court-ordered desegregation order
- Transportation costs
- Minimize the disruption to students and families related to attendance zone changes
- Capacity commitments

Modifications to the concurrency service area boundaries shall be made in the same manner and at the same time as the establishment of the attendance zone for the opening of a new high school, as part of a districtwide rezoning or by the mutual agreement of all parties and in accordance with the above criteria. Upon approval of the concurrency service area boundary modifications by the

School Board, the County and Cities shall make any necessary adjustments to effectuate the modifications.

If, in the future, one or more parties to this Agreement desire to utilize a different method of determining concurrency service areas other than the School Board high school attendance zone boundaries, the proposed modifications shall be submitted as provided in Section 9 above and in accordance with the above criteria. Use of different criteria for determining concurrency service areas other than high school attendance zone boundaries, shall be agreed by all parties and will be documented as data and analysis in each Public School Facilities Element, and shall require an amendment in each local government comprehensive plan, and modification of this Agreement.

- (c) The uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County's and Cities' public school facilities element. The School Board hereby selects the permanent FISH capacity based on utilization rate as the uniform methodology.

The School District shall ensure to the extent practicable, maximum utilization of the permanent FISH capacity based on utilization rate, taking in to account transportation costs, court-order desegregation order, and other factors as included in Section 10, (b). ~~Maximum utilization refers to distributing students among the existing capacity as evenly as possible. Methods for the School District to maximize utilization may include attendance zone changes, school choice, expansion of existing facilities that are below the established level of service for a new school of the same type, or other educationally acceptable teaching and/or scheduling methods.~~

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- (d) In the event that there is sufficient capacity in the affected concurrency service area, the development may proceed.

In the event that there is not sufficient capacity in the affected concurrency service area, but sufficient capacity exists in the adjacent concurrency service area, then the development may proceed, but the students resulting from the development shall be assigned/zoned to the adjacent concurrency service area and the available capacity.

In the event that there is not sufficient capacity in the affected concurrency service area or the adjacent concurrency service area, proportionate share mitigation shall be required to address the

impacts of the proposed development. The developer shall also have the option to be delayed to a date when capacity and level of service can be assured.

In the event that the proportionate share mitigation option is selected, the mitigation shall be negotiated and agreed to by the School District, developer and affected local government party and shall be sufficient to offset the demand for public school facilities projected to be required by the development.

The required Proportionate Share Mitigation amount shall be calculated using the following formula:

$(\# \text{ of housing units by type}) \times (\text{student generation rate by geographic location and type of unit}) \times (\text{generation rate by student level}) \times (\text{student station cost adjusted to local costs and land value}) - \text{applicable credits} = \text{proportionate share mitigation amount}$

This calculation should be repeated for all applicable student levels, i.e. elementary, middle and high school.

Acceptable forms of mitigation shall include:

- School construction
- Contribution of land
- Expansion of existing permanent school facilities subject to the expansion being less than or equal to the level of service set for a new school of the same category.
- Payment for construction and/or land acquisition
- Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF).
- Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold only to developments within the same concurrency service area or an adjacent concurrency service area.
- Educational Facilities Benefit Districts

Any mitigation accepted by the School Board shall:

- be allocated toward a permanent school capacity improvement identified in the School District's financially feasible Five Year Facilities Workplan which satisfies the demands created by the proposed development.

- be proportionate to the demand projected to be created by the proposed development.
- be executed by a legally binding agreement between the School Board, developer and affected local government entity. The agreement shall include the terms of mitigation, including the amount, nature and timing, the amount and timing of any impact fee credits and the developers commitment to continuing renewal of the agreement upon its expiration.

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Any required amendments to the Five Year Facilities Workplan shall be included in the next update and adoption cycle.

Relocatables shall not be accepted as a means of proportionate share mitigation.

11. The School Board, County 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 School Board's capital facilities plan remains financially feasible in the future, and any desired modifications are made. Updated public school facilities programs will be adopted by reference into the County's and Cities' capital improvement elements no later than December 1st of each year.

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### **Comprehensive Plan Amendments, Rezonings, Development Approvals and the School Concurrency Procedure**

12. The County and Cities shall transmit to the School District copies of land use and development applications, when submitted to the County or Cities. Land use and development applications shall include, but not limited to, Concurrency Determination applications, Future Land Use Map amendments, rezoning applications, Development of Regional Impact applications and Final Plats.

The School District shall review and provide in writing to the County or Cities an analysis of the impacts generated by the proposed land use and development application within a designated time frame. Impacts shall include but not be limited to, projected student generation and available capacity of appropriate school facilities.

The County and Cities shall incorporate the School District into their Concurrency Management System as established in their Land Development Regulations. Prior to the County or Cities issuing a Final Certificate of Concurrency, the School District shall issue a School Concurrency Determination (SCD), within the designated timeframe.

The SCD shall be based upon the school capacity level of service standards for the applicable concurrency service area and adjacent concurrency service areas and may include mitigation measures in order for the applicant to obtain capacity.

The School District shall provide the SCD to the County or Cities. County or Cities staff shall provide the SCD to the Concurrency Review Committee or its equivalent. The Concurrency Review Committee or its equivalent shall review the SCD and include it in the issuance of a Final Certificate of Concurrency (FCOC) or its equivalent. The amount of capacity reserved for School Concurrency and the amount of capacity reserved by a FCOC or its equivalent shall be equal amounts. In no case shall one be greater than the other.

Once a FCOC or its equivalent is issued by the County or Cities, school capacity shall be reserved for a period of two years from the issuance of the FCOC or its equivalent. If the applicant with a valid FCOC, or its equivalent, obtains construction plan approval, final subdivision plat approval or a building permit for horizontal or vertical construction within the two year period, the FCOC, or its equivalent, shall remain in effect until the expiration of the construction plan approval, final subdivision plat approval or a building permit as applicable. If the applicant fails to obtain construction plan approval, final subdivision plat approval or a building permit within the two years, an additional three years may be approved by payment of any applicable school impact fees. If the applicant fails to obtain construction plan approval, final subdivision plat approval or a building permit within the extended three years, the FCOC, or its equivalent, is expired, no longer valid and all capacity reservations will be released back into the system. In order to continue, the applicant must submit a new Concurrency Determination application.

13. In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the County and Cities will consider the following issues:
  - (a) School Board comments;
  - (b) Available school capacity or planned improvements to increase school capacity;
  - (c) The provision of school sites and facilities within planned neighborhoods;
  - (d). Compatibility of land uses adjacent to existing schools and reserved school sites;
  - (e) The collocation of parks, recreation and neighborhood facilities with school sites;

- (f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
  - (g) Traffic circulation plans which serve schools and the surrounding neighborhood;
  - (h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
  - (i) The inclusion of school bus stops and turnarounds.
14. In formulating community development plans and programs, the County and Cities will consider the following issues:
- (a) Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;
  - (b) Encourage the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
  - (c) Targeting community development improvements in older and distressed neighborhoods near schools; and
  - (d) Working to address and resolve multi-jurisdictional public school issues.

#### **School Site Analysis**

15. On an annual basis, at the meetings described in Sections 1, 2 and 3, the School Board will advise and consult with the affected County or Cities on any potential school closures, significant renovations to existing schools and/or new school site acquisition.
16. In order to obtain a determination as to the consistency of a school site with the County's or Cities' Comprehensive Plan, the School Board shall comply with the process as set forth in Section 1013.33, Florida Statutes.
17. In addition to the specific matters addressed in this Agreement, the following issues shall be considered by the County, Cities and the School Board in the course of the performance of their duties, including but not limited to the County and Cities in its review of development plans, zoning, and land use issues and by the School Board in its selection of school sites and construction of schools:
- (a) The collocation of parks, recreation and community facilities in

conjunction with school sites.

- (b) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
- (c) The location of school sites that will provide logical focal points for community activities and serve as the cornerstone for innovative urban design standards.
- (d) Provide school sites and facilities within planned neighborhoods.
- (e) The location of new elementary and middle schools internal to residential neighborhoods.
- (f) The location of new elementary schools within reasonable walking distance of the dwelling units served by the school.
- (g) The location of new high schools on the periphery of residential neighborhoods, with access to major roads.
- (h) Ensure the compatibility of land uses adjacent to existing schools and reserved school sites.
- (i) Ensure the development of traffic circulation plans to serve schools and the surrounding neighborhood.
- (j) Provide off-site signalization, signage, access improvements and sidewalks to serve all schools.
- (k) The development of design standards for school bus stops and turnarounds in new developments.
- (l) Target community development improvements in older and distressed neighborhoods near schools.
- (m) Review school impact fees to ensure that fees reflect the most recently available school cost, credits, and revenues data.
- (n) Encourage the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments.
- (o) Give priority to scheduling county programs and capital improvements which are consistent with and which meet the capital needs identified in the School Board school facilities plan.

- (p) Give priority to developments or property owners who 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.
- (q) Work to address and resolve multi-jurisdictional public school issues.
- (r) Seek and consider School Board comments on comprehensive plan amendments and other land-use decisions.
- (s) Coordinate conversion of school sites to other uses, including to other public uses.

### Supporting Infrastructure

- 18. In conjunction with the preliminary consistency determination described at subsection 16 of this Agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will determine the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

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### Educational Plant Survey and Five Year District Facilities Work Program

- 19. Sixty (60) days prior to adoption by the School Board, the School Board staff shall submit to the County and Cities the tentative district educational facilities plan. The plan shall be consistent with the requirements of Section 1013.35, Florida Statutes, and shall include projected student populations that are 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- and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program.

Within thirty (30) days of receipt, the County and Cities shall review the tentative plan for comment to the School Board concerning infrastructure and service needs associated with the proposed educational facilities and on the consistency of the plan with the County's and Cities' Comprehensive Plan, and whether a comprehensive plan amendment would be necessary for any proposed educational facility.

After considering the written comments from the Cities and County, the School Board shall adopt a financially feasible plan that includes school capacity

sufficient to meet the adopted level of service standards.

The County and Cities shall adopt the School Board’s Five Year District Facilities Workplan by reference into their Capital Improvement Element.

Prior to the preparation of the Educational Plant Survey update, the staff working groups that are established pursuant to paragraph 3 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with Section 1013.35, Florida Statutes, and shall include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each of such facilities in coordination with the land use plan. The staff working groups shall evaluate and make recommendations regarding the location and the need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the County’s and Cities’ Comprehensive Plan and relevant issues listed at paragraphs 7, 12, 13, 14, 15, 16, 17, 18 and 19 of this Agreement.

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### **Collocation and Shared Use**

20. Collocation and shared use of facilities are important to the School Board and to the County and Cities. The School Board will look for opportunities to collocate and share school facilities and civic facilities when preparing the District Educational Facilities Plan. The County and Cities will consider collocation and shared use when planning and designing new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with School Board facilities, including but not limited to public schools will be considered for: libraries, parks, recreational facilities, community centers, museums, performing arts centers, stadia and emergency shelters. Additionally, the parties will consider collocation and shared use of School Board facilities, including public schools, and County and Cities facilities for health care and social services.

### **Oversight Process**

21. Annually, the School Board, County and Cities shall prepare a staff report regarding the implementation of the interlocal agreement including the activities of the past year to be presented at a public meeting. The public meeting is intended to provide the public with an opportunity to participate and comment on the implementation of the interlocal agreement.

### **Resolution of Disputes**

22. If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

**Amendment of Agreement**

- 23. If one or more parties identify the need to modify this agreement, the modification shall be submitted to the remaining parties for comment and consideration. Within sixty (60) days of receipt of the requested modification a joint meeting shall be held to determine if there is mutual agreement to the request. If the requested modification is agreed to by mutual agreement of all parties, the agreement will be revised, and all parties will execute the modified agreement as soon as reasonably possible. Any modification shall ensure that the school concurrency and its implementation remain uniform throughout the School District.

**Terminates and Supersedes**

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- 24. This Agreement terminates and supersedes the following Interlocal Agreements: between the Board of County Commissioners of St. Johns County, Florida and the School Board of St. Johns County, Florida dated December 18, 2003; between the City of St. Augustine, Florida and the School Board of St. Johns County, Florida dated December 8, 2003; between the City of St. Augustine Beach, Florida and the School Board of St. Johns County, Florida dated December 18, 2003; and between the Town of Hastings, Florida and the School Board of St. Johns County, Florida dated December 18, 2003.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Board of County Commissioners of St. Johns County, Florida

By:  
Its Chair

City of St. Augustine, Florida

By:  
Its Chair

City of St. Augustine Beach, Florida

By:  
Its Chair

Town of Hastings, Florida

By:  
Its Chair

School Board of St. Johns County, Florida

By:  
Its Chair