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CN08-120

AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between the Nassau County Board of County Commissioners (hereinafter referred to as "County"), City Commission of the City of Fernandina Beach (hereinafter referred to as "City"), Town Councils of the Town of Callahan and Town of Hilliard (hereinafter referred to as "Towns"), and the School Board of Nassau County (hereinafter referred to as "School Board").

WHEREAS, the County, City, Towns, and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, Towns, and School Board recognize the benefits that shall flow to the citizens and students of their 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 school board and local governments by placing 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 local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33(10), Florida Statutes, states that existing public education facilities shall be considered compliant with the comprehensive plan of the appropriate local governing body; and,

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of future public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

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

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the County, City, Towns and School Board enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the 2005 Florida Legislature adopted Chapter 2005-98, Laws of Florida (sometimes referred to herein as "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;

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools county-wide; and

WHEREAS, the local governments hold authority over land use, including the authority to approve or deny comprehensive plan amendments and development orders, pursuant to Chapter 163.3180(13)(g)5., Florida Statutes;

NOW THEREFORE, be it mutually agreed between Nassau County, City of Fernandina Beach, Town of Callahan, Town of Hilliard and the School Board of Nassau County that the following procedures shall be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

1.1 A School Planning Committee of the County, City, Towns and School Board (herein after referred to as "Committee") shall meet at a minimum on a quarterly basis. The Committee shall be composed of one or more representatives of the County, City, Towns and School Board. The committee shall meet to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Committee shall implement the provisions herein. Representatives from the Northeast Florida Regional Planning Council (hereinafter referred to as "Council") shall also be invited to attend. Any member of the Committee

may call a special meeting, as appropriate and pursuant to Section 286.011(1), Florida Statutes.

1.2 The County shall be responsible for the arrangement and notification of meetings.

1.3 On an annual basis, the Nassau County School Board and Nassau County Board of County Commissioners shall meet for a joint session to discuss facilities planning and development policy based on the criteria herein. The joint session shall be an opportunity for the School Board and Board of County Commissioners to hear reports, discuss policy, set direction and reach understanding 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.

Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, City, Towns, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes. 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 shall coordinate with the County, City, and Towns regarding development trends and future population projections.

2.3 The School Board, working with the County, City, and Towns shall allocate projected student enrollment through the district to reflect development trends.

2.4 Every two (2) years the Nassau County School Board shall provide to the County student data, which shall include, at a minimum, the student's home address and age, and the name and location of the school they attend. Based on this material, and utilizing the records of the Property Appraiser and U.S. Census data, the County shall compile a study of student population demographics and development trends. The study shall include, but not be limited to, number of children in an household, age of children, spatial distribution of students by age, property value and household size, number of bedrooms, and type of housing (single family, multifamily, duplex, apartments, and mobile homes).

2.5 The study will be used by the School Board to assess the impact of development trends on student enrollment and allocate resources, as appropriate. The survey will be used by the County to assess the effectiveness of its growth management policies and address, as appropriate, the impact of development trends on the school district and shared.

Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: On By September 1 of each year, the School Board shall submit to the County, City and Towns, the tentative District Educational Facilities Plan. The plan shall be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, options to reduce the need for additional permanent student stations, and as an attachment general locations of new schools for the 5-, 10-, and 20-year time periods. The plan shall also include a financially feasible district facilities work program for a 5-year period. The County, City and Towns shall review the plan and comment to the School Board within ten (10) working days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment shall be necessary for any proposed educational facility, and whether the local government

supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 11 of this agreement.

3.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey to the County, City, and Towns prior to adoption by the School Board. The County, City and Towns shall evaluate and make recommendations to the School Board within ten (10) working days regarding the consistency of planned school facilities, including school closures, with the local government comprehensive plan.

3.3 Growth and Development Trends: On July 1 of each year, local governments shall provide the School Board with a report on growth and development trends within their jurisdiction. This report shall be in tabular, graphic, and textual formats and shall include the following:

(a) the type, number, and location of residential units, which have received zoning approval or site plan approval;

(b) information regarding future land use map amendments that may have an impact on school facilities through changes in density and land use changes likely to affect enrollment patterns;

(c) building permits issued for the preceding year and their location;

(d) information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and

(e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

3.4 The County, City, Towns and School Board shall jointly develop guidelines and criteria for the setting aside of land for public educational facilities to facilitate those procedures outlined for a Development of Regional Impact (DRI), pursuant to Chapter 380.06, Florida Statutes.

Section 4. School Site Selection, Potential School Closures, and Reuse of Existing School Facilities

4.1 When the need for a new school is identified in the District Educational Facilities Plan, the School Board shall establish a Land Search Committee, pursuant to School Board Rule 1.12, for the purpose of identification, research and recommendation for new school sites. In addition to appropriate members of the School Board, the Committee shall include staff members of the County, City and Towns, as appropriate.

4.2 When the need for a new school is identified in the District Educational Facilities Plan, the Land Search Committee shall develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District Educational Facilities Plan for potential closure shall be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, both the local governments and Land Search Committee shall consider the issues identified in subsection 4.3 of this agreement as each school site is evaluated. Based on the information gathered during this review, for new schools the Committee shall make a recommendation to the Superintendent or designee of one or more sites in order of preference.

4.3 The following issues shall be considered by the Land Search Committee, School Board, and local governments when evaluating new school sites:

(a) The location of schools proximate to residential development and contiguous to existing school sites, and which provide logical focal points for community

activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;

(b) The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;

(c) The location of high schools on the periphery of residential neighborhoods, with access to major roads;

(d) Compatibility of the school site with present and projected uses of adjacent property;

(e) Site acquisition and development costs;

(f) Safe access to and from the school site by pedestrians and vehicles;

(g) Existing or planned availability of adequate public facilities and services to support the school;

(h) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;

(i) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;

(j) The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;

(k) The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;

(l) The proposed location is not within a velocity flood zone, floodway, or a Category 1 Storm Surge zone, as determined by the Council's Storm Surge Atlas, or the 100-year floodplain, as determined by Federal Emergency Management Agency criteria and as delineated in the applicable comprehensive plan;

(1) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) feet.

(2) "Velocity flood zone" means the portion of the floodplain subject to storm surges with velocity waves of three (3) feet or more during the 100-year flood. For example, the Coastal High Hazard Areas.

(m) The proposed site can accommodate the required parking, circulation and queuing of vehicles; and,

(n) The proposed location lies outside the area regulated by Section 333.03 and 1013.33, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.4 At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33 (12) Florida Statutes.

4.5 At least sixty (60) days prior to reopening a closed school that may be used as a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new reopened school is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), Florida Statutes. In the event the School Board appoints a committee to make a recommendation, the local government with jurisdiction shall be invited to participate.

4.6 The local government with jurisdiction shall be invited by the School Board to participate in the evaluation process when a closed school(s) may be reopened to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl. In the event the School Board appoints a committee to make a recommendation, the local government with jurisdiction shall be invited to participate.

Section 5. Site Plan Review

5.1 As early in the design phase of the site plan as feasible, but at least ninety (90) days before commencing construction, the School Board shall request a formal consistency determination from the local government with jurisdiction over the use of land. The local government shall determine in writing within forty five (45) days after receiving a request and the necessary information from the School Board whether a proposed public educational facility is consistent with the local comprehensive plan, and land development regulations and section 1013.33(12), Florida Statutes.

5.2 If a school site is consistent with the future land use policies and land use categories that allows public schools, the local government may not deny the site plan application, based on the adequacy of the site as it solely relates to the needs of the school and pursuant to site plan review regulations as appropriate, but may impose reasonable development standards and conditions in accordance with Section 1013.51(1) Florida Statutes. The local government may consider the adequacy of the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property, pursuant to Section 1013.33(13) Florida Statutes.

(a) Subject to exemption from the assessment of fees pursuant to chapter 1013.37(1), Florida Statutes, The School Board may expend funds, separately or collectively, with the County, City or Towns, by contract or agreement, for the placement, paving, or maintaining of any road, byway, or sidewalk if the road, byway, or sidewalk is contiguous to or runs through the property of any educational plant or for the maintenance or improvement of the property of any educational plant or of any facility on such property. Expenditures may also be made for sanitary sewer, water, storm water, and utility improvements upon, or contiguous to, and for the installation, operation, and maintenance of traffic control and safety devices upon, or contiguous to, any existing or proposed educational plant.

(b) The Board may pay its proportionate share of the cost of onsite and offsite system improvements necessitated by the educational facility development, but the Board is not required to pay for or install any improvements that exceed those required to meet the onsite and offsite needs of a new public educational facility or an expanded site. Development exactions assessed against the School Boards may not exceed the proportionate share of the cost of system improvements necessitated by the educational facility development and may not address existing facility or service backlogs or deficits in accordance with chapter 1013.51 (1)(a) and (b), Florida Statutes.

Section 6. Local Planning Agency, Future Land Use Map (FLUM) Amendments, Rezonings, Development Approvals

6.1 The County shall include a representative appointed by the School Board on the local Planning Board, pursuant to Florida Statute 163.3174(1). The County may at their discretion grant voting status to the School board member. The School Board shall appoint a representative to attend those meetings of the City and Towns' local Planning Boards at which the Boards consider Future Land Use Map (FLUM) amendments, DRI development orders, and rezoning applications that increase residential density, or major mixed-use development projects that would, if approved, increase residential density on the property that is the subject of the application, and provide comment as appropriate.

6.2 The County, City and Towns agree to give the School Board notification of all Future Land Use Map (FLUM) amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications that increase residential density, or major mixed-use development projects applications pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice shall be provided at least ten (10) working days from receipt of the completed application.

6.3 Within ten (10) working days after receipt of notification by the local government, the School Board shall advise the local government of the school enrollment impacts anticipated to result from the proposed FLUM amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications that increase residential density, or major mixed-use development projects as appropriate, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity shall be reported consistent with State Requirements for Educational Facilities.

6.4 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer shall collaborate to find means to ensure sufficient capacity shall exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements or proportionate share mitigation.

6.5 In reviewing and approving FLUM amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications that increase residential density, or major mixed-use development projects, the County, City and Towns shall 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 school property;

(e) The location 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.

6.6 In formulating community development plans and programs, the County, City and Towns shall 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) Providing incentives to 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.

Section 7. Location and Shared Use

7.1 Location and shared use of facilities are important to both the School Board and local governments. The School Board shall look for opportunities to locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, location and shared use opportunities shall be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for shared use with public schools shall be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, stadiums and Enhanced Hurricane Protection Areas (EHPAs). In addition, location and shared use of school and governmental facilities for health care and social services shall be considered.

7.2 A separate agreement shall be developed for each instance of shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from shared use.

Section 8. School Concurrency Implementation

8.1 This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, F.S.

8.2 The Parties agree that the timely delivery of adequate public school facilities at an adopted level of service requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Further, the School District shall review and provide a determination on all applications for development orders, which will have an impact on school capacity and the District's Educational Facilities Plan.

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

8.4 The Parties agree that the County, City and Towns will adopt the comprehensive plan amendments, no later than June 1, 2008, consisting of the Public School Facilities Element, consistent with the requirements of Section 163.3180, F.S, and this Agreement. The parties also agree that the County, City, Towns and School Board will adopt this amended Interlocal Agreement.

8.5 The School Board's Educational Facilities Plan shall be included in the County, City and Towns next comprehensive plan amendment cycle, but no later than December 1st,

following the annual adoption of the Educational Facilities Plan by the School Board. This will ensure that the Educational Facilities Plan uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools. Each jurisdiction's amendments shall be consistent with those adopted by the other jurisdictions, as required by Section 163.3180, F.S.

8.6 When the comprehensive plan amendments, adopted in accordance with Senate Bill 360 and this Agreement, become effective, the County, City, Towns and School Board shall undertake the following activities:

(a) Adopt required school concurrency provisions into their Land Development Regulations (LDRs) consistent with the timeframe established by law, the requirements of this Agreement, and the County, City and Towns comprehensive plans. As an alternative to adopting school concurrency LDRs, any city may elect to be bound by the provisions established by the County.

(b) Withhold issuance of any site-specific development order for new residential units not exempted under Section 9.13 of this Agreement until the School District has reported that there is school capacity available to serve the development under review.

(c) Share information with the School Board regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements.

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

(1) Development name and location;

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

(3) Total number of dwelling units with certificates of occupancy by development;

(e) Transmit site plans, preliminary plats and final plats, Future Land Use Map (FLUM) amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications for new residential development, to a School Board representative for review and comment.

(f) Provide to the County, Cities and Towns all information as required in Section 2 and Section 3.1and 3.2 of this agreement.

(g) Institute program and/or school attendance boundary adjustments, as necessary, to maximize the utilization of school capacity, taking into account factors including but not limited to transportation costs, court-ordered desegregation orders, minimization of disruption to students and families, and capacity commitments in order to ensure that all schools of each type (elementary, middle, high) in each School Service Area and each individual school operate at the adopted level of service pursuant to Section 163.3180(13)(g)5., FS.

(h) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the adopted Educational Facilities Plan.

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

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

(k) Review proportionate share mitigation options for new residential development.

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

Section 9. School Concurrency Process

9.1 The County, City, Towns and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential rezoning, preliminary plat, site plan or functional equivalent may be approved by the County City or Towns unless the residential development is exempt from these requirements as provided in Section 9.13 of this Agreement, until a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers. The map outlining the Concurrency Service Areas and the Adopted Level of Service Standards are attached as Appendix 2.

9.2 Any developer submitting a development permit application (such as a rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 9.13 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School Board. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the School Impact Analysis to the School Board representative for review. The School Board representative will verify whether sufficient satisfactory FISH capacity for each type of school are available or not available to support the development. The process is as follows:

(a) The School Board representative shall review the School Impact Analysis for residential developments, which have been submitted and deemed sufficient for processing by the applicable local government.

(b) The School Board representative shall review each School Impact Analysis in the order in which it is received and shall issue a School Concurrency Reservation Letter to the applicant and the affected local government within thirty (30) working days of receipt of the application.

(c) In the event that there is not adequate capacity available in the School Concurrency Area in which the proposed development is located or in an Contiguous School Concurrency Area to support the development, the School Board shall entertain proportionate share mitigation options pursuant to Section 10 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 10 of this Agreement.

(d) The local government shall be responsible for notifying the School Board representative when a residential development has received a Concurrency Reservation Certificate, when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

9.3 To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific School Concurrency Area using the School Board Student Generation Multiplier, as established in the School Districts Student Forecast, Fiscal Impacts and Impact Fee Report prepared by Fishkind & Associates, Inc.

9.4 The School Board shall create and maintain a Development Review Table for each School Concurrency Area and will use the Development Review Table to compare the projected students from proposed residential developments to the School Concurrency Area available capacity programmed within the first three years of the current five-year capital planning period. Student enrollment projections shall be based on the most recently adopted Educational Facilities Plan, and the Development Review Table shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

(a) Available Capacity = School Capacityl - (Enrollment2 + Vested3) Where: 1. School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District's Educational Facilities Plan
2. Enrollment = Student enrollment as counted at the Fall FTE.
3. Vested = Students generated from residential developments approved after the implementation of school concurrency.

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

9.5 If new capacity within a School Concurrency Area is in place or under actual construction in the first three years of the School District's Educational Facilities Plan, the new school capacity will be added to the capacity shown in the Concurrency Service Area and the utilization rate will be adjusted accordingly.

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

9.7 If a proposed new development causes the Level of Service in the School Concurrency Area in which it is located to exceed the adopted Level of Service and there is available capacity in a Contiguous School Concurrency Area, actual development impacts shall be shifted to the contiguous School Concurrency Area having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to a contiguous School Concurrency Area at the discretion of the School Board.

9.8 When the School Board representative reviews a development project application and determines that sufficient capacity is available at the adopted Level of Service to accommodate the students projected to be generated from the development project, the School Board representative shall issue a School Concurrency Reservation Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a reservation letter by the School Board identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues a Concurrency Reservation Certificate.

9.9 A local government shall not issue a Certificate of Concurrency for a residential development until receiving confirmation of available school capacity in the form of a School Concurrency Reservation Letter from the School Board. Once the local government has issued a Certificate of Concurrency, school concurrency for the

residential development shall guarantee that there will be a finding of concurrency at subsequent steps in the development approval process for a given property or a project for a period of two (2) years following the issuance of the Certificate of Concurrency. If the applicant with a valid, unexpired Certificate of Concurrency obtains construction plan approval or a building permit, as applicable, for horizontal or vertical construction within the two (2) year period, the Certificate of Concurrency shall remain in effect until the expiration of the building permit or construction plan approval to which it applies. Expiration, extension or modification of a Certificate of Concurrency for a residential development shall require a new review for adequate school capacity to be performed by the School Board.

9.10 Local governments shall notify the School District within ten (10) days of any change in the status of a Concurrency Reservation Certificate for a residential development.

9.11 The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School Board in the form of a School Concurrency Reservation Letter. Once the local government has issued a Concurrency Reservation Certificate, school concurrency for the residential development shall be valid for the life of the Concurrency Reservation Certificate.

9.12 If the student impacts from a proposed development would cause the adopted Level of Service to be exceeded, the School Board representative will issue a Concurrency Deficiency Letter detailing why the development is not in compliance, and offering the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 10.

9.13 The following residential uses shall be considered exempt from the requirements of School Concurrency.

(a) Single-family lots of record as specified in each local government's Public School Facility Element.

(b) Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site-specific development order prior to the commencement date of the School Concurrency Program.

(c) Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units.

(d) Any age restricted community with no residents under the age of sixty-five. Exemption of an age-restricted community shall be subject to a restrictive covenant limiting the age of residents to sixty-five years old.

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

(e) Any Development of Regional Impact (DRI) for which a development order has been issued prior to July 1, 2005 or for which an application has been submitted prior to May 1, 2005.

Section 10. Proportionate Share Mitigation

10.1 In the event that there is not adequate capacity available to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer and the local government to mitigate the impact from the development through the creation of additional school capacity.

10.2 When the student impacts from a proposed development would cause the adopted Level of Service to fail, the developer's proportionate share mitigation for the development will be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid will be calculated utilizing the actual cost per student station allocations for elementary, middle and high school, as established by the current construction costs in Nassau County, the Florida Department of Education, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.

(a) The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

Proportionate Share = (Development studentsa - Available Capacity) X Total Costl per student station;

Where a: Development students = Students generated by development that are assigned to that school.

Where 1: Total Cost = the cost per student station as determined by the School District, the Florida Department of Education and the current construction costs in Nassau County, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.

10.3 The applicant shall be allowed to enter into a ninety (90) day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.

10.4 A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Educational Facilities Plan. Capacity projects identified within the first three (3) years of the Educational Facilities Plan shall be considered as committed in accordance with Section 9.4 of this Agreement.

10.5 If capacity projects are planned in years four (4) or five (5) of the School District's Educational Facilities Plan within the same Concurrency Service Area as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 10.2(a).

10.6 If a capacity project does not exist in the School District's Educational Facilities Plan, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the Educational Facilities Plan can be maintained. Mitigation options may include, but are not limited to:

(a) School construction; or

(b) Contribution of land and/or infrastructure; or

(c) 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; or

(d) Paying developer's proportionate share mitigation cost in accordance with the formula provided in Section 10.2(a).

(e) Payment for construction and/or land acquisition.

(1) All construction, remodeling, and/or renovations of facilities will be (at a minimum) in accordance with State Requirements for Educational Facilities (SREF), current School Board practice and the most current adopted Florida Building Code.

10.7 Proportionate share mitigation shall be applied as a credit toward any impact fees or exactions imposed by local government ordinance for the same need, on a dollar-for-dollar basis at fair market value.

10.8 If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the school impact fee is the responsibility of the developer.

10.9 Upon conclusion of the negotiation period, the School Board shall determine whether or not capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall issue a School Concurrency Reservation Letter indicating that adequate capacity is available for the development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the local government, the School Board and the developer. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, a final School Concurrency Deficiency Letter shall be issued by the School Board to the developer and the local government detailing why any mitigation proposals were rejected, and why the development is not in compliance with school concurrency requirements.

10.10 A School Concurrency Reservation Letter or a School Concurrency Deficiency Letter, indicating either that adequate capacity is available, or that there is no available capacity following a ninety (90) day negotiation period as described in Section 10.3 of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

10.11 A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.

10.12 A person substantially affected by a local government decision made as a part of the School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision Subject to Section 11.

Section11. Resolution of Disputes

11.1 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 shall be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes (see Appendix 1).

Section 12. Oversight Process

12.1 The School Planning Working Committee shall submit on an annual basis at a public meeting a written report reviewing implementation of the interlocal agreement to the

Nassau County Board of County Commissioners. The public meeting is intended to provide the public with an opportunity to participate and comment on the implementation of the interlocal agreement. The Nassau County Board of County Commissioners shall monitor implementation of the interlocal agreement and distribute the annual report to the School Board, City and Towns, requesting comment on the implementation of the interlocal agreement. A representative of the Committee shall, if requested, meet with the School Board, City and Towns to discuss and answer questions about implementation of the interlocal agreement, as appropriate.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 26th day of June, 2008.

ATTEST:

Chairman, School Board of Nassau County

IN WITNESS WHEREOF, this interlocal Agreement has been executed by and on behalf of Nassau County, on this 14th day of July, 2008.

ATTEST:

Chair, Nassau County Board of County Commissioners

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 15th day of July, 2008.

ATTEST:

Mayor, City of Fernandina Beach
Bruce Malcolm

ATTEST:
By: Mary L. Mercer
Printed Name: Mary L. Mercer
Title: ~~City Clerk~~
Date:

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 4th day of August, 2008.

ATTEST:

Mayor, Town of Callahan

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 7th day of August, 2008.

ATTEST:

Mayor, Town of Hilliard

APPENDIX 1

CHAPTER 164, Florida Statutes

GOVERNMENTAL DISPUTES

164.101 Short title.

164.102 Purpose and intent.

164.1031 Definitions.

164.1041 Duty to negotiate.

164.1051 Scope.

164.1052 Initiation of conflict resolution procedure; duty to give notice.

164.1053 Conflict assessment phase.

164.1055 Joint public meeting.

164.1056 Final resolution.

164.1057 Execution of resolution of conflict.

164.1058 Penalty.

164.1061 Time extensions.

164.1065 Applicability of ch. 99-279.

164.101 Short title.--Sections 164.101-164.1061 may be cited as the "Florida Governmental Conflict Resolution Act."

History.--s. 1, ch. 87-346; s. 1, ch. 99-279.

164.102 Purpose and intent.--The purpose and intent of this act is to promote, protect, and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution procedure that can provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between and among local and regional governmental entities. It is the intent of the Legislature that conflicts between governmental entities be resolved to the greatest extent possible without litigation.

History.--s. 2, ch. 87-346; s. 2, ch. 99-279.

164.1031 Definitions.--For purposes of this act:

(1) "Local governmental entities" includes municipalities, counties, school boards, special districts, and other local entities within the jurisdiction of one county created by general or special law or local ordinance.

(2) "Regional governmental entities" includes regional planning councils, metropolitan planning organizations, water supply authorities that include more than one county, local health councils, water management districts, and other regional entities that are authorized and created by general or special law that have duties or responsibilities extending beyond the jurisdiction of a single county.

(3) "Governmental entity" includes local and regional governmental entities.

(4) "Local government resolution" has the same meaning as provided in s. 166.041.

(5) "Governing body" means the council, commission, or other board or body in which the general legislative powers of a local or regional governmental entity are vested.

(6) "Designee" means a representative with full authority to negotiate on behalf of a governmental entity and to recommend settlement to the appropriate decisionmaking body or authority of the governmental entity.

(7) "Noticed public meeting" means a public meeting in which notice is given at least 10 days prior to the meeting by publication in the newspaper of widest circulation in the jurisdictions of the primary conflicting governmental entities. Each primary conflicting governmental entity shall provide notice within its jurisdiction.

(8) "Primary conflicting governmental entities" means the governmental entity initiating the conflict resolution process provided for in this act, together with the governmental entity or entities with whom the initiating governmental entity has a conflict. The term does not include other governmental entities which may have a role in approving or implementing a particular element or aspect of any settlement of the conflict, or which may receive notice or intervene in the conflict resolution process provided for in this act.

(9) "Mediation" means a process whereby a neutral third person called a mediator acts to encourage and facilitate the resolution of a conflict between two or more parties. The role of the mediator includes, but is not limited to, assisting the parties in identifying issues and exploring settlement alternatives.

History.--s. 3, ch. 99-279.

164.1041 Duty to negotiate.--

(1) If a governmental entity files suit against another governmental entity, court proceedings on the suit shall be abated, by order of the court, until the procedural options of this act have been exhausted. The governing body of a governmental entity initiating conflict resolution procedures pursuant to this act shall, by motion, request the court to issue an order abating the case pursuant to this section. All governmental entities are encouraged to use the procedures in this act to resolve conflicts that may occur at any time between governmental entities, but shall use these procedures before court proceedings, consistent with the provisions of this section. The provisions of this act do not apply to administrative proceedings pursuant to chapter 120 or any appeal from any administrative or trial court judgment or decision. Nothing in this act shall limit a governmental entity from initiating and prosecuting eminent domain, foreclosure, or other court proceedings where, as a function of the nature of the suit, other governmental entities are necessary parties, if there are no materially disputed issues with regard to such joinder. Nothing in this act shall limit a governmental entity from filing any counterclaim or cross-claim in any litigation in which it is a defendant. Nothing in this act is intended to abrogate other provisions of law which provide procedures for challenges to specific governmental actions, including, but not limited to, comprehensive plan amendments and tax assessment challenges. The provisions of this act shall not apply to conflicts between governmental entities if an alternative dispute resolution process, such as mediation or arbitration, is specifically required by general law or agreed to by contract, interlocal agreement, or other written instrument, or if the governmental entities have reached an impasse during an alternative dispute resolution process engaged in prior to the initiation of court action. Further, nothing in this act shall preclude a governmental entity from filing a suit without resort to the provisions of this act against any federal or other governmental entity not governed by state law. Nothing in this section shall be deemed to toll or waive jurisdictional time limits on specific pleadings or motions set forth in statute or court rules unless modified pursuant to s. 164.1061.

(2) If a governmental entity, by a three-fourths vote of its governing body, finds that an immediate danger to the health, safety, or welfare of the public requires immediate action, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of this act are complied with, no notice or public meeting or other proceeding as provided by this act shall be required before such a court proceeding. If a water management district, by three-fourths vote of its governing body, finds that an immediate danger to the natural resources, water resources, and wildlife requires immediate declaratory relief, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of this act are complied with, no notice or public meeting or other proceeding as provided by this act shall be required before such a court proceeding. However, the court, upon motion, may review the justification for failure to comply with the provisions of this act and make a determination as to whether the provisions of this act should be complied with prior to action by the court. If the court determines that the provisions of this act should be complied with prior to court action and that following the provisions of this act will not result in the compromise of significant legal rights, the court shall abate the suit until the provisions of this act are complied with.

History.--s. 4, ch. 99-279.

164.1051 Scope.--It is not the intent of this act to limit the conflicts that may be considered under this act, except that any administrative proceeding pursuant to chapter 120 shall not be subject to this act. Pursuant to s. 164.1041, this act shall

apply, at a minimum, to governmental conflicts arising from any of the following issues or processes, including, but not limited to:

(1) Any issue relating to local comprehensive plans or plan amendments prepared pursuant to part II of chapter 163, including, but not limited to, conflicts involving levels of service for public facilities and natural resource protection.

(2) Municipal annexation.

(3) Service provision areas.

(4) Allocation of resources, including water, land, or other natural resources.

(5) Siting of hazardous waste facilities, land fills, garbage collection facilities, silt disposal sites, or any other locally unwanted land uses.

(6) Governmental entity permitting processes.

(7) Siting of elementary and secondary schools.

History.--s. 5, ch. 99-279.

164.1052 Initiation of conflict resolution procedure; duty to give notice.--

(1) The governing body of a governmental entity shall initiate the conflict resolution procedures provided by this act through passage of a resolution by its members. The resolution shall state that it is the intention of the governing body to initiate the conflict resolution procedures provided by this act prior to initiating court proceedings or prosecuting action on a previously filed court proceeding to resolve the conflict and shall specify the issues of conflict and the governmental entity or entities with which the governing body has a conflict. Within 5 days after the passage of the resolution, a letter and a certified copy of the resolution shall be provided to the chief administrator of the governmental entity or entities with which the governing body has a conflict by certified mail, return receipt requested. The letter shall state, at a minimum, the conflict, other governmental entities in conflict with the initiating governmental entity, the justification for initiating the conflict resolution process, the proposed date and location for the conflict assessment meeting to be held pursuant to s. 164.1053, and suggestions regarding the officials who should be present at the conflict assessment meeting. The initiating governmental entity also shall mail a copy of the letter and resolution to any state, regional, or local governmental entities which, in the determination of the initiating governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the initiating governmental entity.

(2) Within 10 days after receiving a copy of a certified letter noticing the initiation of the conflict resolution procedure, other governmental entities receiving the notice may elect to participate in the conflict resolution process, but are not entitled by virtue of that participation to control the timing or progress of the conflict resolution process, which at all times shall remain in the discretion of the primary conflicting governmental entities. However, a governmental entity which receives notice of a conflict may, by passage of its own resolution and by otherwise following the procedures set forth in subsection (1), join the conflict resolution process as a primary conflicting governmental entity. The intent of a governmental entity to join in the conflict resolution process shall be communicated to the initiating governmental entity by certified mail. The joining governmental entity also shall mail a copy of the letter to any state, regional, or local governmental entities which, in the determination of the joining governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the joining governmental entity.

(3) For purposes of this act, the date of initiation of the conflict resolution procedure shall be the date of the passage of a resolution by a governmental entity.

History.--s. 6, ch. 99-279.

164.1053 Conflict assessment phase.--

(1) After the initiation of the conflict resolution procedure, and after proper notice by certified letter has been given, a conflict assessment meeting shall occur. The meeting shall be scheduled to occur within 30 days of the receipt of the letter initiating the conflict resolution procedure. Public notice shall be given for this meeting in accordance with s. 164.1031(7). The conflict assessment meeting shall be scheduled to allow the attendance by the appropriate personnel

from each primary conflicting governmental entity. The chief administrator, or his or her designee, for each governmental entity that is a primary conflicting governmental entity in the conflict resolution procedure shall be present at this meeting. If the entities in conflict agree, the assistance of a facilitator may be enlisted for the conflict assessment meeting. During the conflict assessment meeting, the governmental entities shall discuss the issues pertaining to the conflict and an assessment of the conflict from the perspective of each governmental entity involved.

(2) If a tentative resolution to the conflict can be agreed upon by the representatives of the primary conflicting governmental entities at the conflict assessment meeting, the primary conflicting governmental entities may proceed with whatever steps they deem appropriate to fully resolve the conflict, including, but not limited to, the scheduling of additional meetings for informal negotiations or proposing a resolution to the governing bodies of the primary conflicting governmental entities.

(3) In the event that no tentative resolution can be agreed upon, the primary conflicting governmental entities shall schedule a joint public meeting as described in s. 164.1055, which meeting shall occur within 50 days of the receipt of the first letter initiating the conflict resolution process from the initiating governmental entity.

(4) After the conclusion of the conflict assessment meeting, any primary conflicting governmental entity may request mediation as provided in s. 164.1055(2).

History.--s. 7, ch. 99-279.

164.1055 Joint public meeting.--

(1) Failure to resolve a conflict after following authorized procedures as specified in s. 164.1053 shall require the scheduling of a joint public meeting between the primary conflicting governmental entities. The governmental entity first initiating the conflict resolution process shall have the responsibility to schedule the joint public meeting and arrange a location. If the entities in conflict agree, the assistance of a facilitator may be enlisted to assist them in conducting the meeting. In this meeting, the governing bodies of the primary conflicting governmental entities shall:

(a) Consider the statement of issues prepared in the conflict assessment phase.

(b) Seek an agreement.

(c) Schedule additional meetings of the entities in conflict, or of their designees, to continue to seek resolution of the conflict.

(2) If no agreement is reached, the primary conflicting governmental entities shall participate in mediation, the costs of which shall be equally divided between the primary conflicting governmental entities. The primary conflicting governmental entities shall endeavor in good faith to select a mutually acceptable mediator. If the primary conflicting governmental entities are unable to mutually agree on a mediator within 14 days after the joint public meeting, the primary conflicting governmental entities shall arrange for a mediator to be selected or recommended by an independent conflict resolution organization, such as the Florida Conflict Resolution Consortium, and shall agree to accept the recommendation of that independent organization, or shall agree upon an alternate method for selection of a mediator, within 7 business days after the close of that 14-day period. Upon the selection of a mediator, the conflicting governmental entities shall schedule mediation to occur within 14 days, and shall issue a written agreement on the issues in conflict within 10 days of the conclusion of the mediation proceeding. The written agreement shall not be admissible in any court proceeding concerning the conflict, except for proceedings to award attorney's fees under s. 164.1058, where the agreement may be used to demonstrate an entity's refusal to participate in the process in good faith.

History.--s. 8, ch. 99-279.

164.1056 Final resolution.--If there is failure to resolve a conflict between governmental entities through the procedures provided by ss. 164.1053 and 164.1055, the entities participating in the dispute resolution process may avail themselves of any otherwise available legal rights.

History.--s. 9, ch. 99-279.

164.1057 Execution of resolution of conflict.--Resolution of a conflict at any phase shall require passage of an ordinance, resolution, or interlocal agreement that reflects the terms or conditions of the resolution to the conflict.

History.--s. 10, ch. 99-279.

164.1058 Penalty.–If a primary conflicting governmental entity fails to participate in good faith in the conflict assessment meeting, mediation, or other remedies provided for in this act, the primary disputing governmental entity that failed to participate in good faith shall be required to pay the attorney's fees and costs in that proceeding of the prevailing primary conflicting governmental entity.

History.–s. 4, ch. 87-346; s. 11, ch. 99-279; s. 7, ch. 2006-218.

Note.–Former s. 164.104.

164.1061 Time extensions.–Any of the time requirements set forth in this act may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such agreement would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement shall have the effect of extending any jurisdictional time requirements with regard to that claim for the period set forth in the agreement.

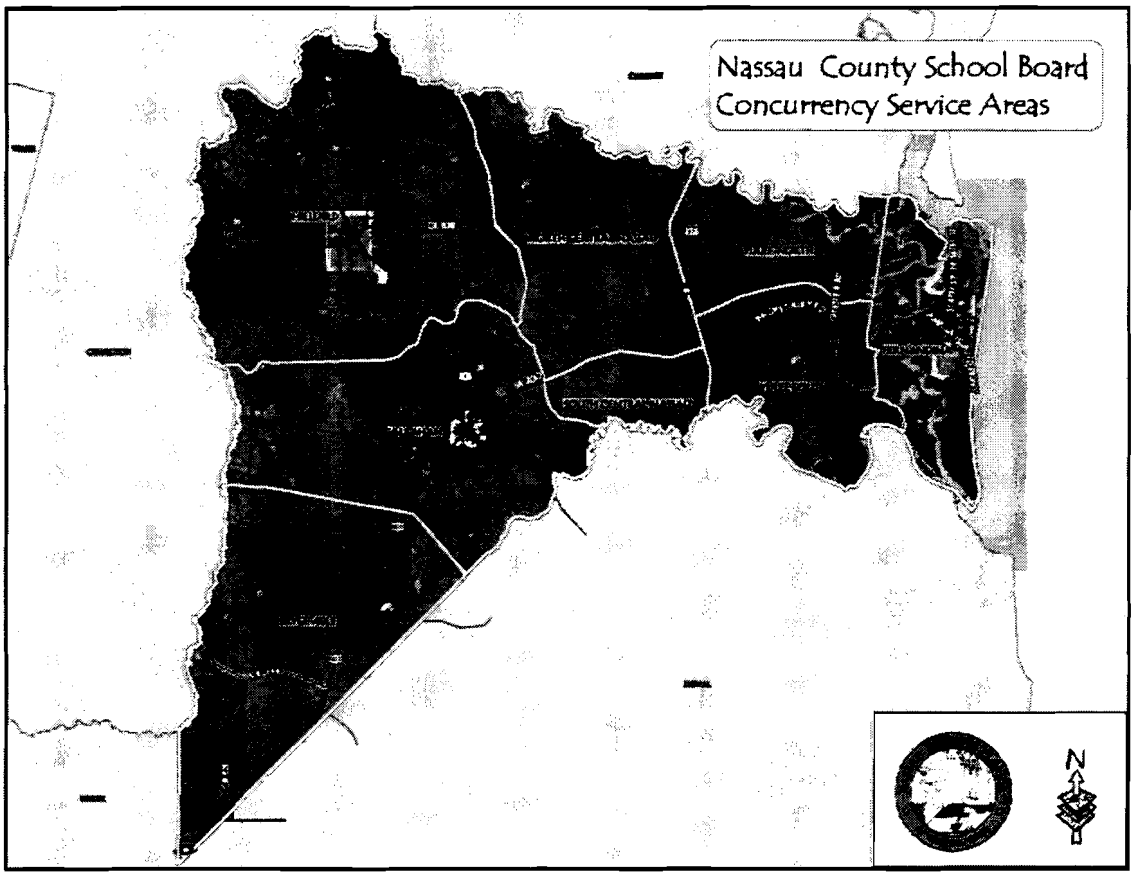
History.–s. 12, ch. 99-279.

164.1065 Applicability of ch. 99-279.–This act shall take effect upon becoming a law, but shall not be construed to abrogate any otherwise applicable agreements or requirements of any contracts, interlocal agreements, or other written instruments which are in existence as of the effective date of this act. To the extent that any contractual or other agreement provisions in existence on the effective date of this act conflict with the provisions of this act, the provisions in the written agreement shall control.

History.–s. 14, ch. 99-279.

Appendix 2

Concurrency Service Areas



Level of Service Standards

Type of School	Maximum Permanent FISH Capacity	Level of Service	Minimum Acreage
Elementary	**800**	**95%**	**25**
Middle	**1200**	**100%**	**40**
K-8	**1200**	**100%**	**50**
Combination 6-12	**1500**	**100%**	**60**
High	**1500**	**100%**	**60**

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
NOTICE OF INTENT TO FIND
PUBLIC SCHOOLS INTERLOCAL AGREEMENT
CONSISTENT WITH SECTION 163.31777(2) AND (3), FLORIDA STATUTES
DCA DOCKET NUMBER 45-01

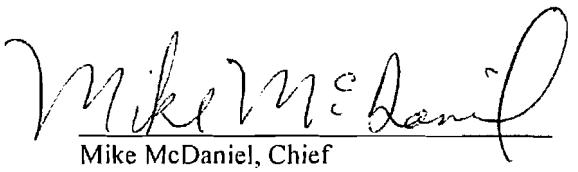
The Department gives notice of its intent to find the Public Schools Interlocal Agreement ("Agreement") entered into by Nassau County, Callahan, Fernandina Beach, Hilliard and the Nassau County School Board, pursuant to Section 163.31777, F.S., to be consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S.

The Agreement is available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the Nassau County Growth Management Department, 96161 Nassau Place, Yulee, Florida 32097.

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Section 163.31777(2) and (3), F.S. The petition must be filed within twenty-one (21) days after publication of this notice in the Florida Administrative Weekly, and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, and a copy mailed or delivered to Nassau County, Callahan, Fernandina Beach, Hilliard and the Nassau County School Board. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

If a petition is filed, other affected persons may petition for leave to intervene in the proceeding. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. A petition for leave to intervene shall be filed at the Division of Administrative Hearings, Department of Management Services, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing under Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

If a formal or informal proceeding is commenced as described above, any party to that proceeding may suggest mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. Choosing mediation does not affect the right to an administrative hearing.



Mike McDaniel, Chief
Office of Comprehensive Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

September 10, 2008

Mr. Walter Fufidio, Planning Director
Nassau County
Growth Management Department
96161 Nassau Place
Yulee, Florida 32097

RE: Nassau County School Interlocal Agreement

Dear Mr. Fufidio:

The Department has completed its review of the Public Schools Interlocal Agreement ("Agreement") entered into between Nassau County School Board and the following local government(s): Nassau County, Callahan, Fernandina Beach, Hilliard pursuant to Section 163.31777, Florida Statutes (F.S.). The Department is issuing a Notice of Intent to find the Agreement consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S. **The Notice of Intent has been sent to the Florida Administrative Weekly for publication on September 19, 2008.**

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S. If no petition is filed, this Notice of Intent will become final agency action.

Please note that a copy of the executed Agreement and the Notice of Intent must be available for public inspection Monday through Friday, except legal holidays, during normal business hours, at Nassau County Growth Management Department, 96161 Nassau Place, Yulee, Florida 32097

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If an affected person challenges this determination, you will have the option of requesting mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. Choosing mediation will not affect the right of any party to an administrative hearing.

If you have any questions, please contact Brenda Winningham, Regional Planning Administrator at (850) 488-2356.

Sincerely,

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/dh

Enclosure: Notice of Intent

cc: Mr. John L. Ruis, Superintendent, Nassau County School District
Ms. Tracy D. Suber, Educational Consultant-Growth Management Liaison