

INTERLOCAL AGREEMENT

This Agreement is intended to be an interim agreement between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as "County"), and the NASSAU COUNTY SCHOOL BOARD, (hereinafter referred to as "School Board").

WHEREAS, the County and the School Board and the City of Fernandina Beach, (hereinafter referred to as "City"), and the Town Councils of the Town of Callahan, Florida and the Town of Hilliard, Florida, (hereinafter collectively referred to as "Towns"), entered into an Amended Interlocal Agreement on August 7, 2008; and

WHEREAS, the County staff and legal have commenced a review of the School Concurrency Agreement, the Nassau County 2030 Comprehensive Plan and Florida Statutes applicable to school concurrency; and

WHEREAS, the County and School Board met on January 22, 2019 to discuss joint issues including concurrency; and

WHEREAS, the School Board presented the County with school capacity calculations; and

WHEREAS, the County and School Board representatives have established growth meetings in conjunction with the County's review; and

WHEREAS, the County Director of Planning and Economic Opportunity and County Manager met with the School Superintendent on February 8, 2019; and

WHEREAS, the County Director of Planning and Economic Opportunity and County Manager recommend, to the County and School Board, the execution of this interim agreement.

NOW THEREFORE, it is mutually agreed, between the County and School Board that the following be undertaken to coordinate land use and school facilities planning.

SECTION 1. Current Amended Interlocal Agreement for Public School Facility Planning:

- a. The Agreement dated August 7, 2008 should be addressed with all the parties and amended.
- b. The Superintendent and her designee, and the County and its designee are requested to meet with the City and Towns to commence the amendment process.
- c. The School Board, County, City and Town Councils are encouraged to address and approve an Amended Interlocal Agreement within one hundred and twenty (120) days of the joint execution of this Agreement.

SECTION 2. Guiding Principles:

The guiding principles are the current Amended Interlocal Agreement dated August 7, 2008 and Sections 163.31777 and 1013.33, Florida Statutes and respective Comprehensive Plans.

SECTION 3. School Planning Committee:

The County as set forth in Section 1 of the Amended Interlocal Agreement shall insure that the meetings are scheduled.

SECTION 4. Growth:

The parties agree that growth and its impact on Nassau County are significant and the principals set forth in the Amended Interlocal Agreement and referenced statutes set forth procedures to address the growth.

SECTION 5. Local Planning Agency:

The County will provide to applicants a notification as to the requirements in Section 6.5 of the Amended Interlocal Agreement.

SECTION 6. Staff:

The parties acknowledge that based on the growth and statutory requirements, a school concurrency coordinator is required either by contract or full-time employment. The studies and data necessary for proper implementation of a required concurrency management plan requires a consultant, contract individual or full-time position, or a combination thereof.

SECTION 7. School Concurrency Process:

The County, in coordination with the School Superintendent and School Board, shall develop a process in accordance with Section 9 of the Amended Interlocal Agreement. The procedure and process shall be restated in a further interlocal amendment and agreed upon by the parties hereto and the City and the Towns.

SECTION 8. Section 10:

The parties agree to immediately assess and address the requirements of Section 10 of the current Amended Interlocal Agreement and prepare a further amendment for adoption by the County, School Board and City and Towns.

SECTION 9. Consultant:

The County and School Board shall jointly identify and retain a third party having expertise in school concurrency issues to assist with revising the Amended Interlocal Agreement, as well as to assist with formulating steps for its implementation, including steps for implementation of the requirements of Section 10 of the current Amended Interlocal Agreement. The cost of such third party shall be borne equally by the County and School Board. A designee of the County and a designee of the School Board shall jointly serve as contract managers to oversee and report upon all work performed by the third party.

SECTION 10. The County shall address its Comprehensive Plan and address any and all changes as to school concurrency.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

NASSAU COUNTY SCHOOL BOARD

Donna Martin

Donna Martin
Chair, Nassau County School Board

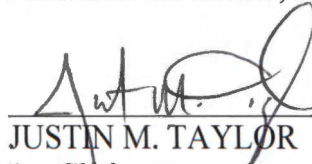
Kathy K. Burns

Dr. Kathy K. Burns
Superintendent

Date: 3/14/19

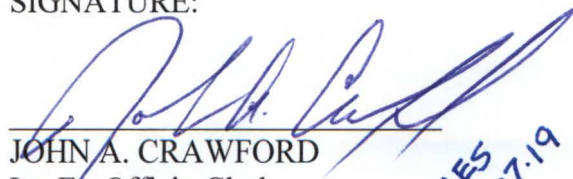
Date: March 20, 2019

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JUSTIN M. TAYLOR
Its: **Chairman**

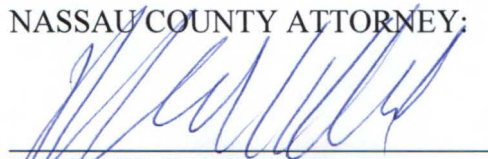
ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
03.27.19

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN