

RESOLUTION 2012-05

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH PINELLAS COUNTY AND THE PINELLAS COUNTY SCHOOL BOARD FACILITATING THE COORDINATION AND IMPLEMENTATION OF THE COUNTY-WIDE SCHOOL CONCURRENCY PROCESS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of St. Pete Beach executed an interlocal agreement with Pinellas County and the Pinellas County School Board in 2006 to facilitate county-wide school concurrency via Resolution number 2006-37 and;

WHEREAS, the City of St. Pete Beach amended its Comprehensive Plan in 2007 to include a Public School Facility Element via ordinance 2007-32; and

WHEREAS, the City of St. Pete Beach amended the Land Development Code in 2009 to provide a mechanism to coordinate school concurrency with Pinellas County; and

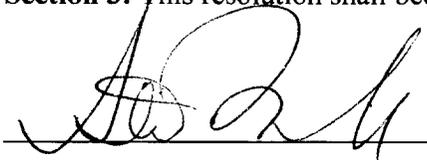
WHEREAS, Pinellas County has requested that each participating municipality update its interlocal agreement to continue facilitation of public school concurrency review.

Now therefore be it resolved by the City Commission of the City of St. Pete Beach, Florida;

Section 1: The Mayor of the City of St. Pete Beach is hereby authorized to execute the interlocal agreement attached as "Exhibit A";

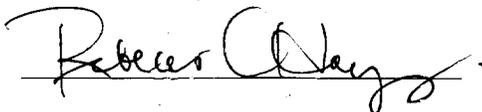
Section 2: The City Manager shall ensure compliance with the attached agreement;

Section 3: This resolution shall become effective immediately upon adoption.



STEVE MCFARLIN, MAYOR

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Resolution was adopted in accordance with the provisions of applicable law this 26th day of June, 2012.



Rebecca Haynes, City Clerk

"Exhibit A"

PUBLIC SCHOOLS
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between Pinellas County, Florida (hereinafter referred to as "County"), the Municipalities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, Safety Harbor, Seminole, St. Petersburg, St. Pete Beach, and Tarpon Springs, Florida, (hereinafter referred to as "Municipalities"), and the School Board of Pinellas County, Florida, (hereinafter referred to as "School Board") (hereinafter individually, a "Party", or collectively, the "Parties").

WITNESSETH:

WHEREAS, the Legislature enacted Section 163.31777, F.S. (2002), requiring that each county and the non-exempt municipalities within that county 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 local governments are to be coordinated; and

WHEREAS, Section 163.31777(1)(d), F.S. (2002), provided that interlocal agreements between local governments and school boards adopted pursuant to Section 163.3177, F.S. before the effective date of Section 163.31777, F.S. (2002), must be updated and executed pursuant to the requirements of Section 163.31777, F.S. if necessary; and

WHEREAS, Section 163.31777, F.S., was amended in 2005, and required that the interlocal agreement between local governments and school boards also address the requirements in Section 163.3180(13)(g), F.S. regarding the implementation of school concurrency; and

WHEREAS, Section 163.31777, F.S., was subsequently amended in 2011 by the Community Planning Act, which rescinded the requirement for local governments to implement school concurrency; and

WHEREAS, recognizing the extensive coordination in place, and based on declining student enrollment, at their meeting on September 7, 2011, the Pinellas Schools Collaborative, recommended that the County and Municipalities ("Local Governments") rescind school concurrency; and

WHEREAS, the County, Municipalities and School Board recognize the benefits of ongoing intergovernmental coordination; and

WHEREAS, the Agreement acknowledges the School Board's constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis, and the land use authority of local governments, including their authority to approve or deny comprehensive plan amendments and development orders.

NOW THEREFORE, it is mutually agreed between the School Board, the County and the Municipalities that the definitions and procedures hereinafter set forth will be utilized and followed in coordinating land use and public school facilities planning, as required by Section 163.31777, F.S.:

1. **Definitions.** The following terms used in this Agreement are defined as follows:

Educational Plant Survey or the Five-Year Plant Survey – means the systematic study of educational and ancillary plants of the School Board conducted at least every five years to evaluate existing facilities and plan for future facilities to meet proposed program needs. (see Section 1013.35, F.S.)

Fall Student Enrollment Count – means annual student head count that is conducted by the Pinellas County School District in October.

Five-Year Facilities Work Program or the Five-Year Work Program – means the document created by the School District to assist it as it plans, proposes, and prioritizes its current and five-year capital outlay needs. (see Section 1013.35, F.S.)

FISH (Florida Inventory of School Houses) – means the inventory numbering system used by the Florida Department of Education for parcels, buildings, and rooms in public educational facilities.

FISH School Capacity – means the number of students that may be housed in a facility at any given time based on State Requirements of Educational Facilities 1999 (SREF).

Local Government or Local Governments – means the County and all the Municipalities.

Remodeling – as defined in the Florida Building Code, Chapter 4, Section 423.5., means the changing of existing facilities by rearrangement of space and/or change of use.

Renovations – as defined in the Florida Building Code, Chapter 4, Section 423.5., means the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment. The use and occupancy of the spaces remain the same.

Pinellas County School Board – means the seven member elected board that is responsible for the control, operation, organization, management and administration of schools in Pinellas County. Three members shall be elected at-large by the qualified voters of the entire school district. Four members shall be elected from single-member districts by the voters who reside in the single-member district.

School Planning Area – means the boundaries that the Pinellas County School District establishes to recognize a geographical area for capacity reporting purposes.

References to a Party, Parties, Local Government or named Parties shall be interpreted to be a reference to that Party's governing board or its staff administering this Agreement, whichever the context requires.

2. **Student Enrollment and Population Projections.** In fulfillment of their respective planning duties, the Parties agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. The Metropolitan Planning Organization's Technical Coordinating Committee (TCC) will utilize established procedures to develop population growth projections for each Traffic Analysis Zone (TAZ) in the County, which will be provided to the Parties. The School District will use this data along with student enrollment, birth rates, Florida Department of Education projections, and other

relevant data to project student enrollment. The preliminary student enrollment projections, and how they are developed, will be provided to the TCC and all Local Governments for review and comments at least thirty days prior to the establishment of final enrollment projections. Final enrollment projections will be provided to all Local Governments within ten days of being established. See Section 163.31777(2)(a), F.S.

3. Coordinating and Sharing of Information.

(a) The School Board will notify all Local Governments of all proposed school facility changes, such as new construction, remodeling, renovations, closures or change in type of school, as set forth herein. The School Board will notify each Local Government of the initiation of the Five-Year Plant Survey and of the initiation of the annual update of the Five-Year Facilities Work Program and request comments and recommendations for consideration in the development of the survey and work program at least thirty days prior to submittal to the School Board for approval. Each Local Government may provide comments and recommendations to assist in developing the final recommendations to be submitted to the School Board for approval. Each Local Government will be provided with a copy of the recommendations concerning the survey and work program at the time they are provided to the School Board. Each Local Government will be notified of the date and time of the meeting at which the School Board will take action to approve the survey and work program. The School Board will adopt the annual update to the Five-Year Work Program no later than October 1 of each year, and copies of the approved Five-Year Plant Survey and the Five-Year Work Program will be provided to each Local Government within ten days of approval. See Sections 163.31777(2)(b) and (f), F.S.

(b) Each Local Government will inform the School District in advance of the final approval of land use plan amendments or rezonings that change residential densities, and major infrastructure projects that may impact public schools with sufficient time for School District review and comment. Such notification, where appropriate, and if known, should include the proposed site plan that indicates the location, size, the number and types of units (number of bedrooms), price range of the units, any deed restrictions that may impact student population, the build-out timeframe, and other information as may be appropriate. Comments provided by the School District will identify how the School District will meet the anticipated public school demand associated with proposed approval or changes based on the Five-Year Facilities Work Program. See Section 163.31777(2)(b), F.S.

4. School Site Selection, Significant Renovations, and Potential School Closures.

Participation by each affected Local Government with the School Board in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition shall be in accordance with the existing Interlocal Agreements for Public Educational Facilities Siting that were entered into between the School Board, the County, and the Municipalities in 1996. In addition to the criteria included in these interlocal agreements, the School Board shall consider school site locations that encourage public schools in proximity to urban residential areas, and opportunities to collocate public schools with other public facilities such as parks, libraries, and community centers. The Parties shall amend these agreements as necessary to address proposed school closures and significant renovations to existing schools. See Section 163.31777(2)(c), F.S.

5. Supporting Infrastructure. In addition to the notification required in paragraph 3 (a) above, the School District will notify each Local Government of the need for on-site or off-site improvements to support new, proposed expansion, or redevelopment of existing schools

within the jurisdiction of that Local Government. Thereafter, representatives of the School District and the affected Local Government will meet and determine the responsibility for making such improvements and identify other agencies that should be involved. The Parties will then meet with the other agencies to coordinate the completion of the on-site and off-site improvements. See Sections 163.31777(2)(d) and 1013.36(1), F.S.

6. **School Capacity.** In conjunction with the Fall Student Enrollment Count, the School District will annually notify each Local Government of the FISH School Capacities of the schools within its jurisdiction and also by School Planning Area. The annual notification will indicate how many student seats are allocated to permanent capacity and how many are allocated to relocatable classrooms. See Section 163.31777(2)(e), F.S.
7. **Collocation and Shared Use of Facilities.** The collocation and shared use of facilities are important to the Parties. The Parties will look for opportunities to collocate or share the use of each Parties' facilities. Opportunities for collocation and shared use may include libraries, parks, recreational facilities, community centers, auditoriums, learning centers, museums, performing arts centers, stadiums, healthcare and social services, schools, and other uses and facilities such as emergency shelters and facilities, etc., as may be determined appropriate. An agreement will be developed for each instance of collocation and shared use to address legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation or shared use. See Section 163.31777(2)(g), F.S.
8. **Pinellas Schools Collaborative.** The Parties hereby create the Pinellas Schools Collaborative (the 'Collaborative'). The Collaborative shall oversee the implementation of this Agreement and may establish bylaws for its operation which are not inconsistent with this Agreement. The composition of the Collaborative shall consist of two appointed School Board members and one elected representative from each of the other Parties to this Agreement. Each member shall be appointed by their respective governing body and shall serve for a term of two years. Any vacancy in the membership of the Collaborative shall be filled for the unexpired term in the same manner as the initial appointment. An alternate elected representative may be designated by each respective governing body who may act as a member of the Collaborative when the appointed member is absent. Each Party will notify the Pinellas County Planning Department of their alternate appointee(s) to the Collaborative.
9. **Conflict Resolution.** If any Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute may be resolved in accordance with the governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes. See Section 163.31777(2)(h), F.S.
10. **Oversight Process and Public Participation.** The Collaborative and a staff representative from each of the Parties will meet to consider the implementation of this Agreement and propose amendments if deemed necessary. The County planning director or his or her designee, will schedule, coordinate and facilitate the meeting. The public will be provided an opportunity to provide input at the meeting. Each of the Parties will be provided with a copy of any proposed amendments. If all Parties agree to the proposed amendment, a written amendment to this Interlocal Agreement shall be executed. See Section 163.31777(2)(i), F.S.
11. **School Board Participation in Local Planning Agency.** Each Local Government will include the School Board staff representative appointed by the School Board as a member of the Local

Planning Agency as a nonvoting member, and will notify the School Board staff representative of the time, place, and agenda of all meetings of the Local Planning Agency. The School Board staff representative can participate in any deliberations regarding comprehensive plan amendments and rezonings that would, if approved, increase residential density. See Section 163.3174(1), F.S.

12. **Term of Agreement.** This Agreement shall become effective as stated in paragraph 14 below and shall remain in full force and effect for five years from that date. This Agreement shall be automatically renewed for successive five year periods unless any Party notifies the other Parties, at least six months in advance, of its intent not to renew the Party's participation, in which case the Agreement shall terminate as to that Party only. At any time any Party is not statutorily required to be a Party to this Agreement, that Party may terminate their participation in the Agreement by providing sixty days notice thereof to all Parties. After termination, the terminating Party shall no longer be subject to any terms or conditions of the Agreement, but shall continue to be required to comply with all applicable laws.
13. **Reservation of Right.** Each Party hereto reserves any and all rights and remedies (at law and equity) not expressly waived by this Agreement, including but not limited to the right to challenge any determination or decision of the Collaborative, School Board, State or the Local Governments.
14. As required by Section 163.01(11), F.S., this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after the execution by the Parties, and shall become effective upon the date of filing.
15. Upon filing of this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida, the Public Schools Interlocal Agreement entered into among the County, the Municipalities and the School Board dated April 24, 2007, is hereby terminated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated.

**Pinellas County, Florida by and
through its Board of County Commissioners**

By: _____
Chairman

Attest:
Kenneth Burke, Clerk

By: _____
Deputy Clerk

Approved as to Form:

By: _____
Office of County Attorney

CITY OF ST. PETE BEACH

Steve McFarlin, Mayor

Attest:

Rebecca Haines, City Clerk

Approved as to Form:

City Attorney