

Final**(Rev.-- 6/27/06 & 7/24/06)****INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING**

School Board of Alachua County, Florida

THIS AGREEMENT is entered into between the School Board of Alachua County (hereinafter referred to as "School Board"), the Commission or Council of the Cities or Towns of Alachua, Archer, Gainesville, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo (hereinafter referred to as "Cities"), and the Alachua County Board of County Commissioners (hereinafter referred to as "County"). Cities and County may also be referred to as Local Governments.

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

WHEREAS, the County, Cities, and School Board recognize the benefits that will 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 co-locating schools with parks, ball fields, ~~swimming complex~~, **recreation facilities**, 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, F.S., requires that the location of 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, F.S., require each local government to adopt an intergovernmental coordination element as part of its comprehensive plan that states principles and guidelines to be used in the

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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 163.3177(7) and 1013.33 F.S., 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 School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed among the School Board, the County, and the Cities that the following procedures will be followed in coordinating land use and public school facilities planning:

SECTION 1 JOINT MEETINGS

1.1 Staff Working Group.

A staff working group of the County, School Board, and Cities will meet on a semi-annual basis 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, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. A staff representative from the Regional Planning Council will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

1.2 Annual Meetings of Elected Officials.

One or more representatives of the County, each City, and the School Board will meet at least annually in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Schools, or designee, shall be responsible for making meeting arrangements and providing notification to the general public of the annual meeting.

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SECTION 2 STUDENT ENROLLMENT AND POPULATION PROJECTIONS

2.1 Annual Revision and Distribution.

In fulfillment of their respective planning duties, the County, Cities, 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. Countywide 5-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 Enrollment Projections.

The School Board shall use student population projections based on information produced by the demographic and education estimating conferences pursuant to Section 216.136, Florida Statutes and the DOE Capital Outlay Full-Time Equivalent (COFTE). The School Board may request adjustment to the projections based on actual enrollment and development trends. In formulating such a request the School Board will coordinate with the Cities and County regarding development trends, enrollment projections and future population projections.

2.3 ~~Planning Sectors~~ Planning Data.

The School Board will consider the information described in Section 3.3 (City and County generated data on growth and development) to allocate the projected student enrollment into school attendance zones. The allocation of projected student enrollment will be discussed at the first staff meeting described in subsection 1. 1.

SECTION 3 COORDINATING AND SHARING OF INFORMATION

3.1 The School District's Five-Year Facilities Work Program.

~~In September~~ No later than August 15th of each year, the School Board shall submit to the County and each City the district's tentative Five Year Facilities Work Program. The program will be consistent with the requirements of Sections 1013.33 and 1013.35, F.S., and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, 20 year time periods, and options to reduce the need for additional permanent student stations. The program will be financially feasible for a five-year period. The information provided by the School Board will include an assessment of the need to amend the adopted level of service standards based on financial feasibility. The Cities and County shall review the program and provide comments to the School Board within 30 days on the consistency of the program with the local comprehensive plan, including the capital improvements

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element and whether a comprehensive plan amendment will be necessary for any proposed educational facility.

3.2 Educational Plant Survey.

At least one year prior to preparation of each Educational Plant Survey, the Staff Working Group established in subsection 1.1 will assist the School Board in an advisory capacity in preparation of the survey. The Educational Plant Survey shall be consistent with the requirements of Section 1013.33, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with local government comprehensive plans. The Staff Working Group will evaluate and make recommendations regarding the location and need for new schools, significant expansions of existing schools, and closures of existing facilities, and the consistency of such plans with the local government comprehensive plan.

3.3 Growth and Development Trends.

Between January and March of each year, Local Governments will each provide the School Board with a report on growth and development trends for the preceding calendar year within their jurisdiction. These reports will include the following:

- (a) The type, number, and location of residential units which have received development plan approval;
- (b) Information regarding comprehensive land use amendments which have an impact on school facilities;
- (c) Residential building permits and / or certificates of occupancy issued for the preceding year and their location;
- (d) The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.
- (e) Other information should include **financial impacts from development that are relevant to monitoring for school concurrency.**

SECTION 4 SCHOOL SITE SELECTION, EXPANSIONS, SCHOOL CLOSURES

4.1 Advisory Committee.

The School Board will establish a School Planning Advisory Committee (SPAC) for the purpose of reviewing potential sites for new schools, proposals for significant school expansions and potential closure of existing schools. Based on information gathered during the review, the SPAC will submit recommendations to the Superintendent of Schools. The SPAC will be a standing committee and will meet on an as needed basis. In addition to appropriate representatives of the School Board staff, the SPAC will include at least one staff member of the County, a staff representative from each of the Cities, and a diverse group of

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community members.

4.2 New School Sites / Consistency with Comprehensive Plan.

When the need for a new school site is identified in the Five Year Facilities Work Program, the School Planning Advisory Committee (SPAC) will develop a list of potential sites in the area of need. The list of potential sites for new schools will 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 and other relevant issues. Based on the information gathered during this review, and the evaluation criteria set forth in section 4.4, the SPAC will make a recommendation to the Superintendent of one or more sites in order of preference.

4.3 Expansions and Closures.

For significant expansions and potential closures, the SPAC will make appropriate recommendations to the Superintendent.

4.4 School Site Evaluation.

The SPAC, the School Board, and the Local Governments when evaluating new school sites will consider the following issues:

- (a) The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide potential focal points for community activities, including opportunities for shared use and co-location with other community facilities;
- (b) The location of elementary schools proximate to and, within walking distance of the residential neighborhoods served;
- (c) Elementary schools should be located on local or collector streets, middle and high schools should be located near arterial streets;
- (d) Compatibility of the school site with present and future land uses of adjacent property considering the safety of students or the effective provision of education.
- (e) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- (f) Site acquisition and development costs;
- (g) Safe access to and from the school site by pedestrians, bicyclists and motor vehicles;
- (h) Existing or planned availability of adequate public facilities and services to support the School;
- (i) Environmental constraints that would either preclude or render infeasible

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- the development or significant expansion of a public school on the site
- (j) 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;
- (k) Whether the site is well drained and the soils are suitable for, or are adaptable for, development and outdoor educational/recreation uses;
- (l) The proposed location is consistent with the local government comprehensive plan, storm water management plans, or watershed management plans;
- (m) The proposed location is not within a velocity flood zone or floodway, as delineated on pertinent maps identified or referenced in the applicable comprehensive plan or land development regulations;
- (n) The proposed site can accommodate the required parking, circulation and queuing of vehicles; and
- (o) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.5 Consistency of New Public Education Facilities Sites with Local Government Comprehensive Plans.

At least 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 of its intent to the Local Government with jurisdiction over the use of the land. The Local Government shall notify the School Board within 45 days of receipt of this notice if the proposed new public education facility site is consistent with the local government's comprehensive plan. This notice does not constitute the local government's determination of consistency of any proposed construction pursuant to Section 1013.33 (12), (13), (14), (15), F.S.

Notwithstanding these notice requirements, the School Board is not precluded from acquiring or leasing any property.

SECTION 5 SUPPORTING INFRASTRUCTURE

5.1 Joint Consideration of On-site and Off-site Improvements.

In conjunction with the consistency determination described in Section 4 of this agreement or at the appropriate time in the site design process, the School Board and affected Local Governments will jointly determine the need for and timing of on-site and off-site improvements. Such improvements shall be as necessary to support each new school or the proposed renovation or expansion of an existing school, and will identify the timing, location, and the parties responsible for financing, constructing, operating and maintaining the required improvements for new public school sites.

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SECTION 6 LOCAL PLANNING AGENCIES (LPAs), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

6.1 Appointed LPA Members.

The County and Cities pursuant to Section 163.3174 (1), P.S. will include a representative appointed by the School Board on the Local Planning Agencies (LPAs), or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application.

6.2 Development Review Representative.

The School Board will appoint a representative to advise the Local Government review committee, or equivalent body on development and redevelopment which could have a significant impact on student enrollment or school facilities.

6.3 Notification of Land Use and Development Applications.

The County and the Cities agree to give the School Board notification of land use and development applications that may affect student enrollment or school facilities. Such notification will be provided in time to coincide with the approval cycles of the review body that will take action on the application. This requirement applies to amendments to the future land use map of the comprehensive plan, rezonings, developments of regional impact, and development plan applications.

6.4 School Board to Advise of Potential Enrollment Impacts of Development.

Within ~~15 calendar days~~ a reasonable time from the date of the initial transmittal, consistent with the respective Local Government's development review process and schedule, or as otherwise agreed upon, after notification by the local government, the School Board will advise the Local Government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities. If sufficient capacity is not available, or planned, to serve the development at the time of impact, the School Board and the local government may identify reasonable options available, if any, to meet the anticipated student enrollment demand.

6.5 Criteria for Evaluating Land Use and/or Development Applications.

In reviewing and approving Comprehensive Plan Amendments, rezonings, and development proposals the County and Cities shall consider School Board comments, which may include:

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- (a) Available school capacity or planned improvements to increase school capacity;
- (b) The provision of school sites and facilities within neighborhoods;
- (c) Compatibility of land uses adjacent to existing schools and reserved school sites;
- (d) The co-location of parks, recreation and neighborhood facilities with school sites;
- (e) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- (f) Traffic circulation maps, which serve schools and the surrounding neighborhood;
- (g) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- (h) The inclusion of school bus stops and turnarounds.

6.6 City / County Plans, and Programs.

In formulating growth management plans and programs, the County and Cities shall consider the following issues:

- (a) Scheduling of capital improvements that are coordinated with the capital needs identified in the School Board's District Facilities Work Program.
- (b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities to serve residential developments; and
- (c) Targeting community development improvements in older and distressed neighborhoods near schools.

6.7 School-Concurrency Local Government Jurisdictions.

Notwithstanding the provisions of this agreement, the final approval of comprehensive plan amendments, rezonings and development applications shall be the responsibility of the respective Local Governments. ~~This agreement shall not be construed to require school concurrency.~~

SECTION 7 CO-LOCATION AND SHARED USE

7.1 Co-location and Shared Use.

Co-location and shared use of facilities are important to both the School Board and Local Governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District's Five Year Facilities Work Program and other appropriate occasions. Likewise, co-location and shared use opportunities will 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

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renovating existing, community facilities and other appropriate occasions.

7.2 Separate Agreement.

A separate agreement will be developed for each instance of co-location and shared use of any facility. Such agreement shall address legal liability, operating and maintenance costs, scheduling of use, facility supervision and any other issues that may arise from co-location and shared use.

SECTION 8 SCHOOL CONCURRENCY IMPLEMENTATION

8.1 Definitions:

(a) Definitions. The terms used in this subsection shall be defined as follows:

1. Adequate school capacity - the circumstance where there is sufficient school capacity by school type, based on adopted Level of Service (LOS) standards, to accommodate the demand created by a proposed residential development.
2. Capacity - "capacity" as defined in the FISH Manual.
3. Existing school facilities - school facilities constructed and operational at the time a completed application for residential development is submitted to the County and Cities.
4. FISH Manual - the document entitled "Florida Inventory of School Houses (FISH)," 2006 edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").
5. Permanent FISH Capacity - capacity that is provided by "permanent buildings," as defined in the FISH Manual.
6. Planned school facilities - school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted Five Year Facilities Work Program.
7. Total school facilities - Existing school facilities and planned school facilities.
8. Utilization of capacity - current enrollment at the time of a

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completed application for residential development.

9. Work Program - the financially feasible School District's Five Year Facilities Work Program adopted pursuant to section 1013.35, F.S.. Financial feasibility shall be determined using professionally accepted methodologies.
10. Measurable programmatic change - means a change to the operation of a school that has consistent and measurable capacity impacts including, but not limited to: double sessions, floating teachers, year-long schools and special educational programs.
11. School Type - Elementary Schools are typically grades Pre Kindergarten Exceptional Student Education (PK- ESE) through 5; Middle Schools are typically grades 6 through 8; and High School are typically grades 9 through 12.

8.2 Procedure

8.2.1 Comprehensive Plan

No later July 1, 2008, the County and Cities in coordination with the School Board will adopt Comprehensive Plan amendments to address school concurrency matters, including:

- (a) a Public Schools Facilities Element, pursuant to sections 163.3177(12) and 163.3180, F.S.;
- (b) changes to the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided herein; and
- (c) changes to the Capital Improvements Element necessary to effectuate school concurrency methodologies and processes, as provided herein.

8.2.2 Land Development Code

Following the amendment of the County and Cities (Local Governments) Comprehensive Plans, as provided herein, Local Governments will adopt land development regulations amendments to implement school concurrency consistent with their Comprehensive Plans, State Law (sections 163.3180 and 163.3202, F.S.), and the terms of this Agreement.

8.2.3 Five-Year Facilities Work Program

- (a) Amendments to the School District's Five-Year Work Program

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Prior to the adoption of amendments to the Five-Year Work Program, that affect school capacity for concurrency other than the annual updates addressed in Section 3.1 of this Agreement, the School Board shall coordinate with Local Governments and provide them an opportunity to comment on the consistency of the amendment with the Local Governments Comprehensive Plan, including the capital improvements element and determine whether a comprehensive plan amendment will be necessary for any proposed educational facility.

- (b) Capital Improvements Element
Annually, beginning in 2008, the County and Cities will consider an amendment to **amend** their Comprehensive Plan Capital Improvements Elements ("CIEs") in order to incorporate the School Board's adopted Five-Year Facilities Work Program. Following a Work Program update or amendment, made in accordance with this Agreement, the County and Cities will consider further amendments to their CIE to incorporate such updates or amendments.

Section 8.3 Level-of-Service Standards

8.3.1 Pursuant to Section 163.3180(13)(b), F.S., the Level of Service (LOS) standards set forth herein shall be applied consistently within each Local Government for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular residential development proposal and for purposes of capital planning for school concurrency for the School Board.

8.3.2 The LOS standards set forth herein shall be included in the CIE of the County and Cities Comprehensive Plans and shall be applied consistently to all schools of the same type by the Local Governments and the School Board, based upon the availability of school capacity district-wide .

8.3.3 The LOS standards may be amended only pursuant to the procedure set forth in this Agreement.

8.3.4 The LOS standard to be used by the Local Governments and the School Board to implement school concurrency on a district-wide basis by the same school type is as follows:

- (a) Elementary: 100% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes;

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(b) Middle: 100% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes;

(c) High: 100% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.

Section 8.4 Geographic Application of School Concurrency

8.4.1 School concurrency shall be applied on a district-wide basis for the first five years of school concurrency implementation in accordance with Section 163.3180(13)(c)(1), F.S.

8.4.2 As part of the adoption of the Public School Facilities Elements in accordance with Section 163.3180(13)(a), F.S., the County and Cities, in coordination with the School Board, shall identify less than district-wide planning areas. These planning areas shall be used as a basis for planning and monitoring school enrollment and capacity. **This should take into account community needs.**

8.4.3 No later than July 1, 2013, the County, Cities, and School Board shall establish less than district-wide concurrency service areas consistent with Section 163.3180(13)(c), F.S. The data from monitoring school enrollment and capacity by planning areas as referenced in 8.4.2 above shall be used as a basis for the establishment of less than district-wide school concurrency service areas.

Section 8.5 Demand Monitoring and Evaluation

The School Board, County, and Cities shall share information as provided for in Section 3.3 of this Agreement.

Section 8.6 Applicability and Capacity Determination

8.6.1 Applicability

(a) Final development orders for residential uses, issued on or after the effective date of the Public School Facilities Elements, shall be subject to the requirements for school concurrency provided in this Agreement and the Public School Facilities Elements.

8.6.2 Process for Determining School Facilities Concurrency

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- (a) The School Board staff will review and determine school capacity of each school type as defined in Section 8.1.
- (b) Development applications must include the number and type of units, and projection of students by type of school based on the student generation rates established by the School Board.
- (c) The County and Cities will transmit completed applications for residential development to the School Board for a determination of whether there is adequate school capacity to accommodate the proposed residential development, based on the LOS standards.
- (d) Within a reasonable time from the date of the initial transmittal, consistent with the respective Local Government's development review process **and schedule**, the School Board staff will review the completed application and, based on the standards set forth in this Agreement, report in writing to the County or City; whether adequate school capacity exists for each level of school, based on the standards set forth in this Agreement.
- (e) If the School Board determines that adequate capacity does not exist but that mitigation may be an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period.
- (f) The County and Cities will issue a School Concurrency Determination only upon:
 - 1. the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval for each school type without mitigation; or
 - 2. the execution of a legally binding mitigation agreement between the applicant, School Board, and appropriate Local Government(s), as provided by this Agreement.
- (g) If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval and mitigation is not an acceptable alternative, the County and Cities will not issue a School Concurrency Determination and will deny the residential development order or defer action until such time as the School Board reports that capacity is available or acceptable mitigation agreement is approved by the School Board and the appropriate

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Local Government(s).

8.6.3 Concurrency Determination Standards

- (a) School Capacity Calculations. The School Board will determine whether adequate school capacity exists for a proposed residential development, based on the LOS standards, as set forth in this Agreement, as follows:
1. Calculate, by school type, total school facilities permanent capacity facilities by adding the capacity provided by existing school facilities and the capacity of any planned school facilities;
 2. Calculate available school capacity by subtracting from the total permanent school capacity the sum of:
 - a. current utilization of capacity;
 - b. the portion of capacity reserved based on valid, unexpired development orders previously issued by the County or City, adjusted to account for construction completed pursuant to those development orders;
 - c. the demand on schools created by the proposed residential development.

Section 8.7 Proportionate Share Mitigation

- (a) The School District shall establish within the Five Year District Facilities Work Program the following standards for the application of proportionate share mitigation **by 7/1/2008**:
1. student generation multipliers for single-family, multi-family and mobile home housing types for elementary, middle and high schools. Student Generation Multipliers shall be based upon the best available district-specific data and derived by a professionally acceptable methodology;
 2. cost per student station estimates for elementary, middle and high schools. Such estimates shall include all cost of providing instructional and core capacity including land, design, buildings, equipment and furniture, and site improvements. The cost of ancillary facilities that

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generally support the school district and the capital costs associated with the transportation of students shall not be included in the Cost per Student Station estimate used for proportionate share mitigation;

3. the capacity of each school; and
4. the current and reserved enrollment of each school.

The above factors shall be reviewed annually and certified for application for proportionate share mitigation purposes during the period that the Five-Year District Facilities Program is in effect as referenced in Section 3.1.

(b). Upon the request of the applicant to pursue proportionate share mitigation, the school district staff shall evaluate the application to (1) determine the proportionate share amount for the portion of the impact of the residential development in excess of available capacity, (2) evaluate available options for proportionate share mitigation and (3) recommend the terms and conditions for proportionate share mitigation, if any. Options for mitigation may include the contribution of land; the construction, expansion, or payment for land acquisition or construction of a public school facility; or the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. The findings of the evaluation shall be forwarded in writing to the local government and to the School Board for consideration.

The proportionate share for a development shall be determined by the following formula:

NUMBER OF STUDENT STATIONS (BY SCHOOL TYPE) = NUMBER OF DWELLING UNITS BY HOUSING TYPE X STUDENT GENERATION MULTIPLIER (BY HOUSING TYPE AND SCHOOL TYPE)

PROPORTIONATE SHARE AMOUNT = NUMBER OF STUDENT STATIONS (BY SCHOOL TYPE) X COST PER STUDENT STATION FOR SCHOOL TYPE.

The above formula shall be calculated for each housing type within the proposed development and for each school type (elementary, middle or high) for which a capacity deficiency has been identified. The sum of these calculations shall be the proportionate share amount for the development under review.

(c). The Local Government and the School Board shall consider the evaluation report and the options that may be available for proportionate share mitigation including the amendment of the Five-Year District Facilities Program. If the Local Government and the School Board find that

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acceptable options exist for proportionate share mitigation, they shall authorize the preparation of a Development Agreement pursuant to Section 163.3230 through 163.3243, F.S. and other documentation appropriate to implement the proportionate share mitigation option(s).

(d). Upon execution of a Development Agreement among the applicant, the Local Government and the School Board, the Local Government may issue a development order for the development. The development order shall condition approval upon compliance with the Development Agreement.

SECTION 9 AMEDMENT & SEVERABILITY

9.1 This Agreement may be amended only by the written consent of the County and Cities and the School Board. This Agreement represents a complete and entire understanding between the parties with respect to the Agreement. Changes, which may be mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

9.2 It is the declared intent that if any section, sentence, clause, phrase, or provision of the Agreement is held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Agreement and the remainder of this Agreement after the exclusion of such part or parts shall be deemed to be valid.

SECTION 810 RESOLUTION OF DISPUTES

8.1-10.1 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 will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, F. S.

SECTION 911 OVERSIGHT PROCESS

9.111.1 The School Board, the County and the Cities shall develop an oversight process to monitor implementation of this Agreement. At the annual meeting of elected officials established in subsections 1.2, the body shall discuss the effectiveness with which the interlocal agreement is being implemented. This discussion shall include ample opportunity for public participation.

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SECTION 10 ~~AMENDMENT PROCESS AND TERM OF AGREEMENT~~

12 TERMINATION

~~10.1~~12.1 Any party to this Agreement may terminate its participation in the Agreement by providing a 60 day written notice to all other parties and to the Florida Department of Community Affairs. Withdrawal from the agreement by any party shall not alter the terms of the agreement with respect to the remaining signatories.

SECTION ~~11~~13 EXECUTION IN COUNTERPARTS

~~11.1~~13.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall, together, constitute but one in the same instrument.

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IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the School Board of Alachua County, Cities and Towns of Alachua, Archer, Gainesville, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo, and the Alachua County Board of County Commissioners as of this _____ day of _____, 2006.

ATTEST:

Chair, School Board of Alachua County (signature and print name)

Chair, Alachua County Board of County Commissioners (signature and print name)

Mayor, City of Alachua (signature and print name)

Mayor, City of Archer (signature and print name)

Mayor, City of Gainesville (signature and print name)

Mayor, City of Hawthorne (signature and print name)

Mayor, City of High Springs (signature and print name)

Mayor, Town of LaCrosse (signature and print name)

Mayor, Town of Micanopy (signature and print name)

Mayor, City of Newberry (signature and print name)

Mayor, City of Waldo (signature and print name)

Bold (Changes made after May 10, 2006)