

ATTACHMENT J

**MARION COUNTY
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL
CONCURRENCY**

Entered into by and between:

**MARION COUNTY SCHOOL BOARD
AND
MARION COUNTY BOARD of COUNTY COMMISSIONERS
CITY of BELLEVIEW
CITY of DUNNELLON
CITY of OCALA
TOWN of MCINTOSH
AND
TOWN of REDDICK**

Effective September 30, 2008

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Marion County School Concurrency Interlocal Agreement

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MARION COUNTY, FLORIDA SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between: Marion County, Florida (hereinafter referred to as "County"); the City of Ocala, City of Belleview, City of Dunnellon, Town of Reddick and Town of McIntosh (hereinafter referred to as "Cities"); and the School Board of Marion County, Florida (hereinafter referred to as "School Board"). (The County and Cities being referred to individually as a "Local Government", and collectively as the "Local Governments", and the Local Governments and the School Board being referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, this interlocal agreement was initially executed by the Parties in 2003; and

WHEREAS, this Interlocal Agreement was amended and restated in 2008 by certain of the Parties to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005 c. 2005-290 ("S. B. 360"), which became effective July 1, 2005; and

WHEREAS, the Parties desire to further amend and restate the Interlocal Agreement as set forth herein; and

WHEREAS, the Parties recognize their mutual obligation and responsibility for the education and general well-being of the children within their community; and

WHEREAS, the Parties 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, libraries, and other community facilities to take advantage of joint use opportunities, (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 (7) to ensure that the impacts of new development occur only in accordance with the ability to maintain adequate level of service standards; and

WHEREAS, Sections 163.31777, 163.3180(13) and 1013.33(1), Florida Statutes, include provisions which (1) require the coordination of planning between School Board and Local Governments to include the integration of the educational facilities plan and applicable policies and procedures of the School Board with the local comprehensive plans, and implementing land development regulations of the appropriate Local Governments; and (2) provide that new or expanded public education facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

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WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, 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 accomplishment of coordination of the adopted comprehensive plan with the plans of the School Board, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777(1)(a) and 1013.33(2)(a) Florida Statutes, further require each Local Government 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 School Board and the Local Governments are to be coordinated; and

WHEREAS, Section 163.3180(13), Florida Statutes, requires the Parties to implement a school concurrency program; and

WHEREAS, Sections 163.31777 and 163.3180(g), Florida Statutes, sets forth the school concurrency requirements that must be implemented through interlocal coordination between the Parties; and

WHEREAS, the Parties have met and coordinated with respect to the statutory requirements for a countywide, uniform school concurrency program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-year capital facilities program based on the level of service standards provided for in this Agreement; and

WHEREAS, the Local Governments are required to amend their comprehensive plan and land development regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and in accordance with State Statutes; and

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a countywide basis; and

WHEREAS, the Local Governments have the sole authority to undertake land use planning and to implement necessary land development regulations within their respective jurisdictions; and

WHEREAS, this Agreement neither is intended to, nor does it delegate or transfer, any land use planning or regulatory authority of a Party; and

WHEREAS, the Parties enter into this Agreement in fulfillment of the statutory requirements and in recognition of the benefits accruing to their citizens and students described above.

NOW THEREFORE, be it mutually agreed between the Parties that the following procedures will be followed in coordinating land use, public school facilities planning and the use of a school concurrency system.

The foregoing recitals are adopted and incorporated by reference as if set forth fully herein. The following procedures will be used to coordinate public facilities planning, land use planning and school concurrency:

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Section 1. Joint Meetings

- 1.1. A Technical Working Group (TWG) consisting of appropriate staff from the Parties will meet, at a minimum, on a semi-annual basis to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as school siting, population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access. The TWG will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan. Representatives from the Withlacoochee Regional Planning Council and Ocala/Marion County Transportation Planning Organization ("TPO") will also be invited to attend. The Marion County Superintendent of Schools (the "School Superintendent") shall schedule the semi-annual meetings and provide notice of the meeting date and location to members of the TWG, invitees and the public. Each Party shall be responsible for selecting the individual(s) providing representation on behalf of such party. Any party to this Agreement may request additional meetings as needed by providing a request to the School Superintendent who shall then provide notification of the requested meetings as set forth above. The TWG shall be advisory only and shall have no authority to change land use or withhold the issuance of permits.
- 1.2. Joint Public Workshop: One or more representatives from each Party will meet, at a minimum, at least once annually in joint workshop sessions. A representative of the Regional Planning Council and TPO will also be invited to attend. The joint workshop sessions will be opportunities for the Parties to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding school concurrency, 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 County Administrator shall be responsible for scheduling and providing notification of the joint workshop sessions. Public comment will be permitted at the Joint Public Workshop Meeting.

Section 2. Student Enrollment and Population Projections

- 2.1. 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. Countywide five-year population and student enrollment projections shall be revised annually based upon recommendations by the TWG pursuant to Subsection 1.1 and directions established at the workshops under Subsection 1.2.
- 2.2. In generating its student enrollment projections under Subsection 2.1, The School Board shall use student population projections based on the Florida Department of Education (DOE) five-year county-wide student enrollment projections, COHORT projections, and local government's residential development data. The School Board shall utilize student population projections based on

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information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, and projections based on the Concurrency Service Areas (“CSA”) to be established as set forth in Section 13 of this Agreement. These projections may be modified by the School Board based on local development trends using data from Local Governments. The School Board may request adjustment to the estimating conferences’ projections to reflect actual enrollment and development trends and projections using the COHORT Projections Waiver (if available). In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future population projections. In preparing the countywide population projection, relevance will be placed on the average of the medium and high population projections developed by the University of Florida Bureau of Economic and Business Research (BEBR).

- 2.3. In generating its student projections under Subsection 2.1, the School Board, working with the Local Governments, will use the information described in Subsection 3.5 to allocate projected student enrollment into TAZs taking into consideration applicable CSAs, so that the countywide projections are not exceeded. The allocation of projected student enrollment will be determined at the TWG meetings described in Subsections 1.1 and 1.2.
- 2.4. Enrollment projections, and their allocation to each school and to each CSA will be annually updated and provided to the Local Governments each year as specified in Section 3 of this Agreement.
- 2.5. The School Board will use Student Generation Multipliers (SGM) based on the Educational Facilities Impact Fee Study of 2006. The SGMs are used to calculate the number of students which will be generated from proposed residential development in the school concurrency regulatory review. The 2006 Educational Facilities Impact Fee Study provided, and each future Educational Facilities Impact Fee Study shall provide, the average number of public school students from each type of dwelling unit (single family, multi-family or mobile home) that attend Marion County Public Schools’ elementary, middle, and high schools, thus providing a student generation number (or multiplier) per school type and unit type. The SGM is then applied to each residential unit per school type for school concurrency capacity evaluation. The now-current SGMs, and the methodology used in the 2006 Educational Facilities Impact Fee Study to establish the multipliers, are attached for information to this Agreement as Appendix “B.”

Section 3. Coordinating and Sharing of Information

- 3.1. No later than November 1 of each year, the School Board shall make available on its website, and provide to the other Parties, the adopted District Facilities Work Program and, Five Year Capital Plan (together known as the “Work Program”), described in Section 11 to include the following information:
 - 3.1.1. Existing educational facility locations and capacities with existing and projected school enrollment;

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- 3.1.2. The number of relocatables (i.e. portables) in use at each school, and projected needs for additional relocatables or plans to remove relocatables;
 - 3.1.3. Five Year Capital Plan, annually updated to include committed facilities with funding in the first 3 years and planned facilities in years 4 and 5 of the plan which shall include a summary, by geographic proximity to local jurisdictions, of capacity vs. non-capacity related to new school facilities, major renovations, additions and school closures;
 - 3.1.4. The District's educational facilities unfunded projects as identified in the Work Program;
 - 3.1.5. Data for each individual school concerning permanent school capacity based on Department of Education criteria;
 - 3.1.6. The Florida Inventory of School Houses ("FISH") permanent capacity of each school facility;
 - 3.1.7. Enrollment of each individual school based on actual counts taken on the one hundred-twentieth (120) school day of each school year;
 - 3.1.8. The search areas in which new schools or ancillary facilities will be needed;
 - 3.1.9. The identity of: (a) the properties the School Board has acquired through negotiated developer agreement(s) or developer donation; (b) or properties that a developer has agreed to provide to the School Board including those to be provided to the School Board at the School Board's discretion and; (c) properties purchased or acquired through other means that are potential school sites; and
 - 3.1.10. Other relevant information as determined by the School Board or as reasonably requested by a Party.
- 3.2. Proposed Work Program: Each year, the Superintendent of Schools shall forward to each Local Government the proposed Work Program prior to adoption of the Work Program and the School District budget. The Work Program will be consistent with all applicable statutory requirements and this Agreement. The Local Governments' staffs shall review the Work Program and comment to the School Board within 45 days on the consistency of the Work Program with the Local Government's comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the Local Government's staff supports a comprehensive plan amendment that will be necessary for any such facility located within the jurisdictional limits of the Local Government. If a Local Government does not adopt a comprehensive plan amendment necessary for an educational facility, the matter shall be resolved pursuant to Section 18 of this Agreement.

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- 3.3. Following adoption of this Agreement, but no later than December 1, 2008, and on or before December 1 of each subsequent year, each Local Government shall hold a public hearing to consider an amendment to its Comprehensive Plan's Capital Improvement Element (CIE) in order to incorporate the School Board's adopted Work Program.
- 3.4. Educational Plant Survey: The Educational Plant Survey (required at least once every 5 years) shall be consistent with the requirements of Section 1013.31, Florida Statutes. At least one year prior to preparation of the Educational Plant Survey update, the TWG, shall assist the School Board in an advisory capacity in the preparation of the update. It shall include at least an inventory of existing educational facilities, existing and projected enrollment of existing school facilities, recommendations for new and existing facilities, and the general location of each in coordination with the applicable land use plan. The TWG will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the Local Governments' comprehensive plans and relevant issues listed at Subsections 5.3, 7.6 and 8.1 of this Agreement.
- 3.5. Growth and Development Trends: By March 1st of each year, the TWG, using data from the TPO and the Local Governments, will provide the School Board with a report on growth and residential development trends within their jurisdiction by Traffic Analysis Zones (TAZ). The report shall include growth and residential development trend data such as, but not limited to, population and housing data, current housing characteristics, Census persons-per-household, and historic and projected growth rates for population and housing. The report shall project residential units by type (single family, multi-family and mobile home), in the context of TAZs, for five years and allocate these units into Concurrency Service Areas (CSAs) established under this Agreement. This report should reconcile with countywide population projections, be in tabular, graphic, and textual formats and include the following:
 - 3.5.1. The type, number, and location of residential units which have received zoning approval or site plan approval;
 - 3.5.2. Information regarding future land use map amendments which may have an impact on school facilities;
 - 3.5.3. The quantity, location (by TAZ) and type of building permits issued for the preceding year;
 - 3.5.4. Information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students;
 - 3.5.5. The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval; and

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- 3.5.6. Long range capital improvement plan information for water, sewer and roads.
- 3.6. Notification of renovation and other facility changes: When considering a significant renovation, conversion, re-configuration or a closure of a school facility not currently included in the Work Program, the School Board shall notify the affected Local Government within 30 calendar days of the possible project and request comments. A significant renovation, as defined in Section 1013.33(15) Florida Statutes, and used herein, is a project that increases or decreases a school's FISH permanent capacity by 5% or more, or that changes traffic circulation. The School Board shall indicate in its notification whether or not the proposed renovation, conversion, re-configuration or closure will preserve the existing school's Level of Service (LOS) Standard, or may cause the need for a new school and/or significant re-configuration of existing Concurrency Service Areas to maintain the LOS Standard. The Work Program shall be amended to include a new capacity project.
- 3.7. Redistricting: The School Board shall notify all other Parties of any change in attendance zones (i.e. redistricting) at least 30 days prior to the adoption of such change.

Section 4. School Concurrency Program Development and Updates

- 4.1. Upon enactment of School Concurrency by the Florida Legislature, the Department of Community Affairs (DCA) determined a schedule for adoption of the School Concurrency Program within each County. The DCA set a date of May 1, 2008 for the Local Governments and the School Board within Marion County to adopt the Comprehensive Plan Amendments and consistent Amended and Restated Interlocal Agreement for Coordinated Planning and School Concurrency (Interlocal Agreement).
- 4.2. The Parties have exercised diligence and cooperated in developing consistent Comprehensive Plan Amendments and in negotiating this Agreement pursuant to Sections 163.3177(12), 163.31777, and 163.3180, Florida Statutes, Rule 9J-5.025, F.A.C.

Section 5. School Site Selection, Significant Renovations and Potential School Closures

- 5.1. The School Board will establish a Public Schools Advisory Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. Based on information gathered during the review, the Committee will issue comments to the Superintendent or designee about the merits of the sites. The Public Schools Advisory Committee will be a standing committee and will meet on an as needed basis per the School Board's discretion. In addition to appropriate members of the School Board, the Committee will include at least one staff member from each Local Government.
- 5.2. When the need for a new school is identified in the district educational facilities plan, the Public Schools Advisory Committee will develop a list of potential sites

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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 significant renovation and potential closure 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 best available data. In addition, the issues identified in Subsection 5.3 of this Agreement will be considered by both the Local Government and Public Schools Advisory Committee as each site or school is evaluated. Based on the information gathered during this review, for new schools, the Committee will issue comments to the Superintendent about the merits of the sites. For significant renovations and potential closures, the Committee will make appropriate recommendations.

- 5.3. An analysis of the following will be presented by the School District Staff and will be considered by the Public School Advisory Committee, the School Board, and the Local Governments when evaluating new school sites and significant renovations and potential closure of existing schools:

5.3.1. The location of schools proximate to urban residential development and contiguous to existing school sites, 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;

- a. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;
- b. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- c. Compatibility of the school site with present and projected uses of adjacent property;
- d. 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;
- e. Site acquisition and development costs;
- f. Safe access to and from the school site by pedestrians and vehicles;
- g. Existing, planned availability of, or cost to provide, adequate public facilities and services to support the school including water and sewer service, and transportation facilities;

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- h. Environmental constraints that would either preclude or render cost infeasible for 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, storm water management plans, or watershed management plans;
 - l. The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
 - 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, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.
- 5.4. 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 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 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.
- 5.5. In the event it is determined, by the Local Government with jurisdiction over the use of the land, that a new school site, significant renovations or the potential closure of an existing school site would be inconsistent with the local comprehensive plan, the School Board may make application to amend the future land use map or propose appropriate text amendments to address the inconsistency. If such application is made by the School Board, the Local Government with jurisdiction over the use of the land shall waive application fees, and shall process such application(s) for land use and/or text amendments, and associated rezoning or special use permits, in an expedited manner in the Local Government's next applicable application cycle.

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Section 6. Public Education Facility Construction and Supporting Infrastructure

- 6.1. In conjunction with the preliminary consistency determination described at Subsection 5.4 of this Agreement, the School Board and affected Local Governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.
- 6.2. During the process set forth in paragraph 5.4, the School Board and the applicable Local Government shall: (1) determine the need for, and timing of, on-site and off-site improvements necessary to support new schools, proposed expansions or redevelopment of an existing school affecting capacity; and (2) identify the entity or entities responsible for constructing, operating and maintaining the required improvements in accordance with Sections 1013.33(3)(d) and 163.31777(2)(d), F.S.
- 6.3. In accordance with Section 1013.51(1)(b), F.S., the School Board may pay its proportionate share of the cost of on-site and off-site system improvements necessitated by the educational facility development, but the School Board is not required to pay for or install any improvements that exceed those required to meet the on-site and immediately adjacent off-site needs of a new public educational facility or an expanded site, nor shall the School Board be required to pay to address existing facility or service backlogs or deficits. This paragraph shall not require the Local Government to provide such improvements, nor shall it require Local Governments to waive applicable concurrency requirements.
- 6.4. In the construction of educational facilities and infrastructure, standards and conditions may not be imposed which conflict with the Florida Building Code (FBC). The School Board, pursuant to Section 1013.64(5)(a), F.S., is exempt from local government landscape ordinances, but must comply with landscape requirements of the FBC for public educational facilities. The foregoing statute affords the School Board the option of complying with local government landscaping ordinances if it would be less costly than complying with the FBC.

Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Residential Development Approvals Increasing Residential Density

- 7.1. The Local Governments will include a nonvoting representative appointed by the School Board on the local planning agencies, 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. The Local Governments may, at their discretion, grant voting status to the School Board member.
- 7.2. The School Board will appoint a representative, as a non-voting member, to serve on the County's development review committee. In addition, the School Board will be invited to participate in the Cities' staff development review committees, or equivalent body, when residential development and

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redevelopment proposals are presented, which could have a significant impact on student enrollment or school facilities.

- 7.3. The Local Governments agree to give the School Board notification of the following applications concerning residential or mixed-use (with a residential component) applications: amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects pending before them that may affect student enrollment, enrollment projections, or school facilities, including preliminary plats, final plats, unplatted final PUDs and site plans for multi-family residential development. Such notice will be provided at least 30 days prior to approval of the application.
- 7.4. Within 14 days after notification by the Local Government pursuant to Subsection 7.3, the School Board will advise the Local Government of the school enrollment impacts anticipated to result from the proposed land use application or residential development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. A school's capacity availability status will be reported consistent with the Florida Inventory of School Houses (FISH) permanent capacity.
- 7.5. The foregoing review by the School Board staff regarding comprehensive plan amendments, rezonings and Developments of Regional Impact does not constitute school concurrency review pursuant to Section 15 of this Agreement. This Section does not obligate a Local Government to deny an application should the School Board fail to identify capacity options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity at this stage of review.
- 7.6. In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, consideration by the Local Governments will include the following issues:
 - 7.6.1. School Board comments;
 - 7.6.2. Available school capacity or planned improvements to increase school capacity;
 - 7.6.3. The provision of school sites and facilities within planned neighborhoods to serve as community focal points;
 - 7.6.4. Compatibility of land uses adjacent to existing schools and reserved school sites;
 - 7.6.5. The co-location and joint use of parks, recreation and neighborhood facilities with school sites;
 - 7.6.6. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

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- 7.6.7. Traffic circulation plans which serve schools and the surrounding neighborhood;
- 7.6.8. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- 7.6.9. The inclusion of school bus stops and turnarounds.

Section 8. Co-location and Shared Use

- 8.1. 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 Educational Facilities Plan. 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 renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreational facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.
- 8.2. One or more separate agreements will be developed for each instance of co-location and shared use which addresses legal liability, operating and maintenance cost, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.
- 8.3. All co-location projects shall comply with Section 1012.465, Florida Statutes, concerning background screening requirements for certain non-instructional school district employees and contractors (to satisfy the Jessica Lunsford Act constraints).

Section 9. Amendment Procedures

- 9.1. The procedure set forth in Subsection 9.2 shall apply in the event that a Party desires to:
 - 9.1.1. Amend this Agreement.
 - 9.1.2. Adopt or amend the Work Program described in Section 11, other than the annual update, to the extent that the adoption or amendment affects school capacity under this Agreement; provided, however, in the event of a catastrophic event as described in Subsection 11.8, the School Board may amend the Work Program on its own to the extent necessary to adequately address the conditions caused by such event. This Subsection shall not subject the School Board to amendment procedures for Work Program scheduling changes to maintenance, repair, renovation and capital outlay projects that do not add capacity to schools.

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9.1.3. Adopt or amend mitigation options and processes.

9.1.4. Adopt or amend those aspects of the Public School Facilities Element of the Comprehensive Plan that are common to the Local Governments.

9.2. Procedures:

9.2.1. The party wishing to adopt or amend (collectively, an “amendment”) one of the above-listed items shall be the “Initiating Party”. The Initiating Party may be a Local Government or the School Board.

9.2.2. The party reviewing and commenting on a proposed amendment shall be the “Reviewing Party”. The Reviewing Party shall include the Parties.

9.2.3. Before officially considering an amendment to one of the above-listed standards, and prior to submitting such amendment(s) to the Department of Community Affairs, if required, the Initiating Party shall transmit to the Reviewing Parties a memorandum outlining the proposed amendment, and a statement regarding the impact of the proposed amendment on the Local Governments’ Comprehensive Plans and other elements of school concurrency addressed by this Agreement. The memorandum also must include all data and analysis supporting the proposed amendment.

9.2.4. Within sixty (60) days of its receipt of a proposed amendment from the Initiating Party, the Reviewing Party shall provide any written comments or objections to all other Parties to this Agreement. The Reviewing Party shall indicate whether it consents to the proposed amendment or, if it does not, the reasons for withholding its consent. Representatives of the Parties may meet prior to the Reviewing Party’s submission of written comments in order to attempt to resolve any objections to the proposed amendment.

9.2.5. If the Reviewing Party is unable to consent to the proposed amendment, the matter will be resolved pursuant to the dispute resolution process set forth in Section 18 of this Agreement.

9.2.6. The Parties agree that no proposed amendment will be implemented without the consent of the Reviewing Parties or, where the consent of all Reviewing Parties is not obtained, that no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Section 18 of this Agreement.

9.2.7. The Parties agree that, once a proposed amendment has the consent of each of the Reviewing Parties, or is determined to be appropriate through dispute resolution, each party will undertake Five Year Work Program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

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- 9.3. The County will forward amendments to this Agreement to the state planning agency within thirty days after execution by the Parties for review consistent with Chapter 163.3177 Florida Statutes.

Section 10. Comprehensive Plan and Land Development Code

- 10.1. The Local Governments shall take action to address school concurrency matters, including:
 - 10.1.1. Executing this Agreement; and
 - 10.1.2. Adopting a Public Schools Facilities Element, pursuant to Sections 163.3177(12) and 163.3180, Florida Statutes; and
 - 10.1.3. Amending and adopting the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided herein; and
 - 10.1.4. Amending and adopting the Capital Improvements Element as necessary to incorporate the School Board's adopted District Facilities Work Program, Five Year Capital Plan (Work Program).
- 10.2. Following the amendment of the Local Governments' respective Comprehensive Plans, as provided herein, the Local Governments will make changes necessary to their respective Land Development Codes to implement school concurrency consistent with the Comprehensive Plan, applicable laws, and this Agreement.
- 10.3. This Agreement shall be effective for the implementation of School Concurrency until such Land Development Code changes are adopted.

Section 11. The District Facilities Work Program, Five Year Capital Plan (Work Program)

- 11.1. In coordination with Local Governments, the School Board shall annually update and adopt a financially feasible Work Program containing enough capacity each year to meet the anticipated demand for student stations identified by the population projections so that no CSA exceeds the adopted level of service standard. The School Board shall adopt the Work Program no later than September 30th and it shall become effective October 1st of each year.
- 11.2. Amendments to the Work Program, other than annual updates, may occur only pursuant to the process set forth in Section 9 of this Agreement. The Work Program will identify how each project meets capacity issues. The Work Program will provide for expansions and new school facilities based upon projected population and student growth within areas of the County.
- 11.3. The School Board shall not amend the Five-Year Capital Plan so as to modify, delay or delete any project that affects student capacity in the first three (3) years of the Work Program unless the School District, with the concurrence of a majority vote by the School Board members, provides written confirmation that:

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- 11.3.1. The modification, delay or deletion of a project is required in order to meet the School District's constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or
 - 11.3.2. The modification, delay or deletion of a project: (a) is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location; and (b) does not cause the adopted LOS standard to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted; or
 - 11.3.3. The project schedule or scope has been modified to address Local Government concerns, and the modification does not cause the adopted LOS standard to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted.
- 11.4. The Work Program shall maximize utilization of capacity in order to ensure that all the schools of each type (elementary, middle, high) in each CSA operate at or below the adopted level of service standard (the cap), consistent with the requirements of this Agreement.
 - 11.5. Simultaneously with their adoption of this Agreement, the Local Governments are amending their Comprehensive Plan's Capital Improvements Element (CIE) to incorporate the School Board's adopted Work Program. Following a Work Program update or amendment, made in accordance with this Agreement, the Local Governments will hold public hearings to amend their respective CIE's to incorporate such updates or amendments during the immediately subsequent round of Comprehensive Plan amendments. The CIE's of the Local Governments will be updated on an annual basis in accordance with State Statutes, in order to maintain a financially feasible 5-year schedule of capital improvements. This annual update will include the addition of a new fifth year.
 - 11.6. Construct the capacity enhancing and modernization projects which, when completed, will add sufficient capacity to achieve and maintain the adopted LOS standard for all schools based on the projected enrollment; provide for required modernizations; and satisfy the School Board's constitutional obligation to provide a uniform system of free public schools on a county-wide basis.
 - 11.7. The School Board may amend its Work Program at anytime to add necessary capacity projects to satisfy the provisions of this Agreement. For such additions, the School District must demonstrate its ability to maintain the financial feasibility of the Work Program.
 - 11.8. In the event of a catastrophic event (specifically, any financial crisis such as diminution of Local Capital Improvement Fund or Public Education Capital Outlay (PECO) revenues, catastrophe, civil commotion, act of God – including but not limited to hurricane, earthquake, fire, flood, tornado or other abnormal weather conditions outbreak of hostilities, any national or international calamity or crisis, or any event or incident of terrorism or attack by a foreign power or

ATTACHMENT J

terrorist group or individual), determined by the School Board to have a materially adverse affect on the School District's abilities to house a substantial number of students, then the School Board may request that the affected Local Government place a temporary moratorium, countywide or in a particular area, on the issuance of permits for new residential development until the School Board determines the extent of the emergency situation has been resolved and, if necessary, until adequate school facilities to house such students may be planned and constructed.

Section 12. Level of Service Standards

- 12.1. Pursuant to Section 163.3180(13)(b), Florida Statutes, the level of service (LOS) standards set forth herein shall be applied consistently within each Local Government within Marion County for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular residential development proposal, and determining the financial feasibility of the School Board's Five Year Work Program.
- 12.2. The LOS standards set forth herein shall be included in the Capital Improvement Elements of the Local Governments' Comprehensive Plans and shall be applied consistently by the Parties district-wide to all schools of the same type.
- 12.3. The LOS standards may be amended only pursuant to the procedure set forth in Section 9 of this Agreement.
- 12.4. To maintain the LOS standard within the financially feasible capital plan, the School Board may initiate necessary program changes, boundary adjustments, and/or provide additional capacity to prevent the LOS standard from being exceeded.
- 12.5. Local Governments and the School Board shall implement school concurrency using the following LOS standards measured as percentages of permanent FISH Capacity:
 - 12.5.1. Elementary - 105%.
 - 12.5.2. Middle - 105%.
 - 12.5.3. High - 100%.

Section 13. School Concurrency Service Areas

- 13.1. Initially, school concurrency shall be applied by using a district-wide (i.e., county-wide) service area.
- 13.2. Commencing on August 30, 2011, school concurrency shall be applied using the School Concurrency Service Areas ("CSAs") set forth in the attached Appendix "A."

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- 13.3. On or before August 30, 2011, the parties shall confer in good faith to evaluate the CSAs and amend them (by, without limitation, increasing the number of CSAs) consistent with the criteria set forth in Subsection 13.5.
- 13.4. Future amendments to the CSAs may be accomplished as provided for in Section 9 of this Agreement.
- 13.5. The CSAs have been established, and shall be subsequently amended, to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this Agreement, taking into account school policies to:
 - 13.5.1. Minimize transportation costs;
 - 13.5.2. Limit maximum student travel times;
 - 13.5.3. Effect desegregation plans;
 - 13.5.4. Achieve socio-economic, racial and cultural diversity objectives;
 - 13.5.5. Recognize capacity commitments resulting from Local Governments' development approvals for the CSA;
 - 13.5.6. Recognize capacity commitments resulting from Local Government's development approvals for contiguous CSAs;
 - 13.5.7. Acknowledge applicable federal and state laws and regulations; and
 - 13.5.8. Achieve the adopted LOS standards within the CSA for the five-year planning period and maintain the LOS standard every year thereafter.
- 13.6. The School District shall maintain and archive service area maps. These maps shall be "support documents" (Ref: Rule 9J-5.003 Definitions).

Section 14. School Concurrency Applicability and Exemptions

- 14.1. Except as provided for in Subsection 14.2, school concurrency applies to residential uses that generate demands for public school facilities and are proposed or established after the effective date of this Agreement.
- 14.2. The following residential uses shall be considered exempt from the requirements of school concurrency:
 - 14.2.1. Single family lots of record having received final plat approval or as depicted on plats recorded prior to the effective date of this Agreement.
 - 14.2.2. Multi-family residential development having received final site plan approval prior to the effective date of this Agreement.

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- 14.2.3. Amendments to residential development approvals issued prior to the effective date of this Agreement that do not increase the number of residential units or are not likely to generate additional demands on school facilities.
- 14.2.4. Housing for Older Persons meeting the requirements of, and as defined within, this Agreement and the County's Educational System Impact Fee Ordinance (Chapter 10, Article XV of the Marion County Code of Ordinances). Exemption of age restricted communities are subject to a restrictive covenant limiting the age of residents to 18 years and older. Such deed restrictions are required to be executed and recorded prior to granting this exemption from School Concurrency. This exemption shall expire if such deed restriction are repealed, superseded or amended to remove the age restriction, or when the restrictions expire due to operation of law.
- 14.2.5. Projects generating less than one student. This practice will be articulated and adopted in the School Concurrency ordinance(s).
- 14.2.6. Other non-residential uses as provided for by this Agreement or any School Concurrency ordinance hereafter adopted by a Local Government consistent herewith.

Section 15. School Concurrency Regulatory Review Process

- 15.1. Each Local Government will not approve final plats, unplatted final PUDs that will not be platted, and residential site plans until the Applicant has complied with the terms of this Agreement and any School Concurrency ordinance adopted by a Local Government consistent herewith. A School Concurrency Application may be approved by the Local Government earlier in the approval process, if requested by the Applicant, if the School Board reviews and approves the determination, allocations of capacity, and, if necessary, proportionate share mitigation commitments, as provided for in this Section.
- 15.2. A complete School Concurrency Application (SCA) shall indicate the location of the residential 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 complete for processing. Once deemed complete, the Local Government shall transmit the SCA to the School Board for review.
- 15.3. Upon the receipt of a complete School Concurrency Application, the Local Government will transmit the application to the School Board for a determination of whether there is adequate school capacity upon applying the Student Generation Multiplier (SGM) as described in Section 2, for each level of school, to accommodate the proposed residential development, based on the criteria set forth in this Agreement.

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- 15.4. The School Board may charge the Applicant non-refundable application fees in a reasonable approximation of the cost of review of the SCA and any allowable requested renewals.
- 15.5. The School Board shall review each SCA in the order in which it is received and verify whether sufficient student stations for each type of school are available or not available to support the Applicant's proposed residential development.
 - 15.5.1. The School Board may require additional information from the Applicant.
 - 15.5.2. Each Local Government shall establish a process for documenting receipt of applications and for transmitting applications to the School Board so as to avoid conflicts arising from delays between Local Government acceptance and School Board receipt. Emailing a scanned copy of the SCA to the School Board is recommended so as to expedite the process and generate a record of receipt; a copy of any SCA so emailed shall also be delivered to the School Board using one of the methods in the following sentence. Alternatively, Local Governments may hand-deliver, or mail by certified mail, return receipt requested, the SCAs. SCAs emailed shall be deemed received by the School Board upon emailing, SCAs hand delivered to the School Board shall be deemed received upon delivery to the School Board, and SCAs mailed shall be deemed delivered upon the date of execution of the return receipt. If an SCA is delivered by multiple means, it shall be deemed received by the School Board upon the first date of receipt under the preceding sentence.
- 15.6. Within 30 days of the initial transmittal from the Local Government, the School Board will review the SCA and, based on the standards set forth in this Agreement, issue a School Concurrency Determination Letter to the applicable Local Government:
 - 15.6.1. Whether adequate school capacity exists for each level of school, based on the standards set forth in this Agreement; or
 - 15.6.2. If adequate capacity does not exist, identify acceptable options for mitigation, consistent with this Agreement. Such identification shall include the amount of any proportionate share payment required by the Applicant calculated pursuant to Subsection 17.3.
- 15.7. If the School Board determines that adequate capacity will not be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval and the Applicant and School Board are unable to reach agreement on an acceptable form of mitigation, the Applicant may appeal and seek judicial review of the School Board determination through the Circuit Court. Pending the outcome of the appeal, the Local Government shall suspend action on any pending development approval.
- 15.8. If the School Board determines that adequate capacity does not exist but mitigation is an acceptable alternative, the development application will remain

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active pending the conclusion of mitigation negotiations set forth in Subsection 17.1.1. However, no final development approval shall be given until the School Board's execution of the proportionate share agreement.

15.9. A Local Government may approve a non-exempt residential development based on adequate school capacity only upon:

15.9.1. The School Board's issuance of a School Concurrency Determination Letter indicating that adequate school capacity will be in place, or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, for each level of school and without the need for mitigation.

15.9.2. The execution of a legally binding mitigation agreement between the Applicant, the School Board and the local governing body, as provided by this Agreement.

15.10. Applications and temporary reservations.

15.10.1. SCAs shall be reviewed and, if available capacity exists, approved by the School Board in the order received as set forth in Subsection 15.5. Capacity shall be temporarily reserved upon the School Board's receipt of an SCA.

15.10.2. Duration of temporary reservations. This Subsection determines the durations of temporary reservations of capacity so that such reservations will not be for indefinite or excessive periods.

a. A temporary reservation of capacity pursuant to Subsection 15.10.1 shall expire upon the earlier of the following:

1). The School Board's determination that capacity exists; or

2). Ninety (90) days after the School Board determines that capacity does not exist but the developer executes a mitigation agreement or agrees to pay a proportionate share contribution; or

3). The expiration of the mitigation notification period set forth in Subsection 17.4 including any extensions thereto granted by the School Board pursuant to Subsection 17.6.

b. The School Board may extend a temporary reservation by adopting a resolution therefore but such extensions may not exceed a cumulative total of 90 days. Such a resolution may be adopted if the Applicant has sought approval of the concurrency determination in good faith, the Applicant has promptly responded to staff comments concerning its

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application and the Applicant has not been responsible for undue delay.

15.11. Duration of Concurrency Approval.

15.11.1. If, pursuant to Subsection 15.6, the School Board issues a Concurrency Determination Letter that determines that adequate school capacity exists, such determination shall be valid for the duration of the project subject to earlier expiration as set forth below.

- a. As to residential subdivisions, the determination will expire unless:
 - 1). A final plat is approved by the Local Government's governing body within 12 months after the date of issuance of the School Concurrency Determination Letter; or
 - 2). The Applicant commences horizontal construction of subdivision improvements within 12 months after the date of issuance of the School Concurrency Determination Letter, construction proceeds with reasonable diligence thereafter, and the final plat is recorded within 24 months after the School Concurrency Determination Letter.
- b. As to multi-family site plans or PUDs (in Local governments that do not require platting of all PUDs), the determination will expire unless horizontal construction commences within 12 months after the date of issuance of the School Concurrency Determination Letter, and construction proceeds with reasonable diligence thereafter.
- c. As to multi-phase projects, the determination shall be valid for the period set forth in an agreement between the Applicant, Local Government and School Board consistent with the time frames for the impact of the proposed development.
- d. For mixed use or residential DRIs, school concurrency may be extended for up to 5 years where the DRI has addressed all questions regarding school impacts and the Development Order includes conditions to address mitigation of any school impacts, as agreed to by the School Board, including those defined in this Agreement. Alternatively, the determination shall be valid for the period set forth in an agreement between the Applicant, Local Government and School Board consistent with the time frames for the impact of the proposed development.

15.11.2. If a determination expires pursuant to Subsection 15.11.1, the Applicant may resubmit a request for determination of capacity to the

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School Board to determine that adequate capacity continues to exist and therefore receive a determination letter. As part of this request, the Applicant must confirm that relevant project information remains the same as previously submitted. The School Board will renew the determination if it determines that the Applicant has proceeded with its development in good faith and has not been responsible for undue delay. Any renewed determination request shall be subject to expiration pursuant to Subsection 15.11.1. If the determination is not renewed, the Applicant must reapply for a new determination pursuant to Subsection 15.2.

- 15.11.3. Any renewed determination request shall be subject to a non-refundable fee payable to the School Board for the cost of review.
- 15.11.4. The School Board may extend, by resolution, the time periods set forth above upon its determination that the Applicant has proceeded with its development in good faith and has not been responsible for undue delay.

Section 16. Concurrency Determination Standards

- 16.1. School Capacity Calculations – The School Board will determine whether adequate school capacity exists for a proposed residential development, based on the LOS standards, Concurrency Service Areas (upon their adoption), and other standards set forth in this Agreement, as follows:
 - 16.1.1. Calculate total FISH permanent capacity by school type by adding (a) the capacity provided by existing school facilities to (b) the capacity of any school facilities that will be in place or under construction within 3 years after the issuance of final subdivision or site plan approval or the functional equivalent.
 - 16.1.2. Calculate the projected students from the proposed development, by using the Student Generation Multiplier (SGM), as established in Subsection 2.5 of this Agreement and as provided in Appendix “B,” to convert the projected number and type of residential units into projected students for all schools of each type within the specific CSA.
 - 16.1.3. Calculate available school capacity by subtracting from the total FISH permanent capacity calculated under Subsection 16.1, the sum of:
 - a. Obligated capacity by school level including existing student enrollment;
 - b. The portion of previously approved development, or reserved capacity, by school level, projected to be developed within three (3) years; and

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- c. The demand, by school level, on schools created by the proposed development.
- 16.1.4. CSAs. In determining whether there is sufficient school capacity to accommodate a proposed residential development, the School Board will, following the adoption of CSAs pursuant to Subsection 13.1:
- a. Consider whether the CSA in which the proposed development is situated has available school capacity, based on the formula above.
 - b. In the event that the CSA in which the proposed development is situated does not have available school capacity, the School Board will determine whether one or more contiguous CSAs have available school capacity and shall:
 - 1). Identify the contiguous CSAs with available school capacity for the particular type of school; and
 - 2). Adjust school attendance area boundaries, or use other operational practices, to accommodate the development and not cause the LOS standard in the contiguous CSAs to exceed the LOS standard set forth in this Agreement.

Section 17. Mitigation Alternatives

- 17.1. In the event the School Board reports that mitigation is necessary in order to offset the impacts of a proposed residential development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used:
- 17.1.1. If the Applicant wishes to proceed with its proposed development, it shall commence the mitigation negotiation process by advising the School Board in writing that it wishes to establish an acceptable form of mitigation, pursuant to Section 163.3180(c), F.S., any School Concurrency Ordinance adopted consistent herewith, and this Agreement.
 - 17.1.2. During this negotiation process an acceptable form of mitigation may be established pursuant to Section 163.3180(13)(e)1, F.S., the applicable Local Government's Ordinance consistent herewith, and this Agreement. Such form must include an execution by the Applicant, the Local Government and School Board, of a developer's agreement that constitutes a legally binding commitment to pay proportionate-share mitigation for the additional residential units approved by the local government in a development order and actually developed on the property.
 - 17.1.3. Acceptable forms of mitigation may include:

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- a. Proportionate share payments calculated pursuant to Subsection 17.3. This item shall not be construed as “pay and go” except as set forth in Subsection 17.2.1.
- b. The donation, construction, or funding of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development.
- c. Contribution of land. The School Board is not obligated to accept all land offers. Examples of attributes that would be potential cause to reject land offers include, but are not limited to, inferior soils, adjacent uses, proximity to existing schools of the same level, student dispersion, attendance area configuration and demographic mix, transportation costs, infrastructure availability or site need.
- d. Provision of additional and permanent student stations through the donation of buildings for use as a primary educational facility built in accordance with State Requirements for School Facilities (SREF) standards.
- e. Provision of additional permanent student stations through the renovation of existing buildings for use as learning facilities as long as the building meets SREF standards.
- f. Construction of permanent student stations and core capacity as long as the building meets SREF standards.
- g. Other forms of mitigation acceptable to the School Board and consistent with Section 163.3180(c), F.S., any school concurrency ordinance adopted consistent herewith, and this Agreement.

17.2. The following standards apply to any mitigation:

- 17.2.1. An Applicant may mitigate any failure of adequate capacity for its development by making proportionate share payments if the facilities that satisfy the demands created by the development are in the fourth or fifth year of the School Board's Program, and the School Board shall enter into a developer's agreement for such mitigation if requested by the Applicant.
- 17.2.2. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the first five years of the School Board's financially feasible Five Year Work Program.
- 17.2.3. Relocatable classrooms shall not be an acceptable method of mitigation.
- 17.2.4. For mitigation options provided by the Applicant, other than by payment of money, the costs associated with the identified mitigation

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shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.

- 17.2.5. The cost of the mitigation required by the Applicant shall be credited toward the payment of the school impact fee.
- 17.2.6. If the Applicant's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the impact fee credit is the responsibility of the Applicant. If mitigation costs exceed the amount of impact fee credits, that cost difference shall be borne by the developer.

17.3. In accordance with Section 163.3180(13)(e), Florida Statutes:

- 17.3.1. When the student impacts from a proposed residential development cause a failure to meet the adopted LOS standard for any one or more school type or level, the Applicant's proportionate share will be based on the number of additional student stations necessary to meet the established LOS standard for each school type or level. The number of additional student stations necessary to meet the established LOS standard for each school type shall be calculated under this Subsection in conformance with a legally binding agreement with the School Board and Local Governments based on the Work Program,
- 17.3.2. The Applicant's total proportionate share mitigation obligation to resolve a capacity deficiency shall be calculated using the following methodology, for each school level: multiply the number of new student stations for the development required to meet the adopted LOS by: (a) the cost per student station for elementary, middle, and high school types as determined and published annually by the State of Florida, plus (b) the land acquisition and infrastructure expenditures per student station for school sites in Marion County as determined annually.
- 17.3.3. Pursuant to Section 163.3180(13)(e)(2), Florida Statutes, the Applicant's proportionate share payments obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value. Any proportionate share payments must be made at the time of platting unless the proportionate share mitigation agreement provides different time frames for payment and provisions concerning the expiration of reservations and capacity pursuant to Subsection 15.10.

17.4. If within 90 days of the date the Applicant initiates the mitigation negotiation process, the Applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed,

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which sets forth the terms of the mitigation, including such issues as the amount, nature and timing of donations, construction, or funding to be provided by the Applicant, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits that will be provided as required by state law and the agreement shall include approval by the Applicant, the School Board and the applicable Local Government.

- 17.5. If after 90 days, the Applicant and the School Board have not entered into a mitigation agreement, the School Board will report an impasse to the applicable Local Government, and the Applicant may seek judicial review as provided for under Section 15 of this Agreement or the Local Government may seek resolution under Section 18 of this Agreement. Pending the outcome of such judicial review or dispute resolution, the Local Government shall not approve the residential development.
- 17.6. The School Board may grant two (2) 90-day extensions to the mitigation negotiation process.
- 17.7. The School Board shall, upon the written request of the applicable Local Government, permit the Local Government to participate in the mitigation negotiation process.
- 17.8. Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

Section 18. Resolution of Disputes

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

Section 19. Oversight Process

- 19.1. The Public Schools Advisory Committee as described in Subsection 5.1 shall be responsible for an annual assessment report of the effectiveness of this Agreement. The report will be made available to the public and presented at a meeting with the date and time to be designated by the Superintendent of Schools.
- 19.2. An assessment report on the effectiveness of School Concurrency shall be prepared annually, by the Public Schools Advisory Committee in cooperation with the (TWG). The report shall analyze the success of the concurrency procedure in accurately determining whether concurrency requirements are met and whether the LOS is being maintained. The report shall take into consideration the previous year's enrollment projections; the previous year's actual enrollment; assigned capacity; existing capacity; successful and failed mitigation negotiation results and other issues and information deemed appropriate by the TWG and Public Schools Advisory Committee. The report shall be promptly presented to the Parties along with any recommendations by the TWG and Public Schools

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Advisory Committee for changes to procedures and/or policies to achieve the desired results and improve the effectiveness of the School Concurrency program.

Section 20. Termination of the Agreement.

- 20.1. No party to this Agreement may terminate its participation in this Agreement, except:
- 20.1.1. Through the exemption process in which a Local Government may not be required to participate in school concurrency when demonstrating that all the requirements are no longer having a significant impact on school attendance, per Section 163.3177(12)(b), F.S., at the time of a Local Government Evaluation and Appraisal Report, by providing a sixty (60) day written notice to at other parties and to the Florida Department of Community Affairs; or
 - 20.1.2. Upon receipt of a waiver from the Department of Community Affairs per Section 163.31777(1)(c), F.S.; or
- 20.2. If the Florida Statutes as they pertain to school planning coordination and school concurrency are repealed, this Agreement may be terminated, in part or in full, by written consent of all parties of this Agreement.

Section 21. Miscellaneous

- 21.1. Any reference herein to a Party or other person or entity shall also be deemed to refer to the designee of such Party, person or entity.

Section 22. Effective Date

- 22.1. The effective date of this Agreement shall be September 30, 2008.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by Marion County, Florida this _____ day of _____, 2008.

(Note: Individual signature pages for all parties to the agreement to follow for Marion County Board of County Commissioners, Marion County School Board, City of Ocala, City of Belleview, City of Dunnellon, Town of McIntosh and Town of Reddick.)

ATTACHMENT J

DULY PASSED AND ADOPTED BY THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA THIS 16th Day of September, 2008.

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

By: Charlie Stone
Charlie Stone, Chairman

ATTEST:

[Signature]
David R. Ellspermann, Clerk

Approved as to form and legality:

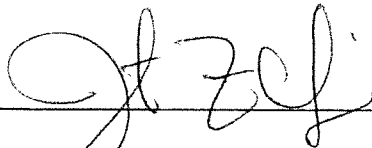
[Signature]
Thomas L. Wright, County Attorney

Addresses for Notices:
Marion County Planning Director
2710 East Silver Springs Blvd.
Ocala, FL 34420
Email: _____

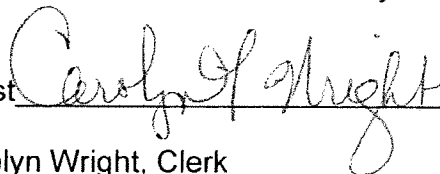
ATTACHMENT J

SCHOOL BOARD OF MARION COUNTY, FLORIDA

DULY PASSED AND ADOPTED BY
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
THIS Twenty-Third Day of September, 2008.



Judi Zanetti, Chairperson
School Board of MARION County

Attest 

(Seal)

Carolyn Wright, Clerk

Address for Notices:

Marion County Public Schools
Planning and Governmental Relations
P.O. Box 670
Ocala, FL. 34478-0670
Email: david.herlihy@marion.k12

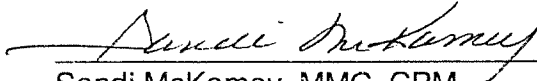
ATTACHMENT J

CITY OF BELLEVIEW, FLORIDA

DULY PASSED AND ADOPTED BY THE CITY OF BELLEVIEW,
FLORIDA,

THIS 16th Day of September, 2008.

ATTEST:

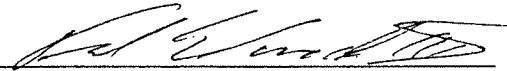


Sandi McKamey, MMC, CPM
City Clerk/Administrator



Tammy C. Moore
Mayor/Commissioner

Approved as to form and legality



Fredrick E. Landt III
City Attorney

Addresses for Notices:

Sandi McKamey, MMC, CPM
City Clerk/Administrator
City of Belleview
5343 SE Abshier Blvd.
Belleview, Florida 34420

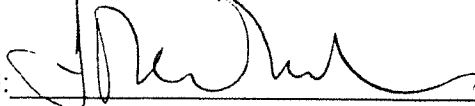
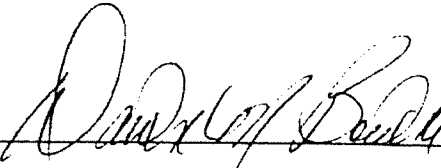
Email: smckamey@belleviewfl.org

ATTACHMENT J

CITY OF DUNNELLON, FLORIDA,

Duly Passed and Adopted by the City of CITY OF DUNNELLON, FLORIDA,

this 10th Day of November, 2008.

Signed:  Attest  (Seal)

By:

Clerk

Addresses for Notices:

20750 River Drive
Dunnellon, FL 34431
Attn: Harold Horne
Email: hhorne@dunnellon.org

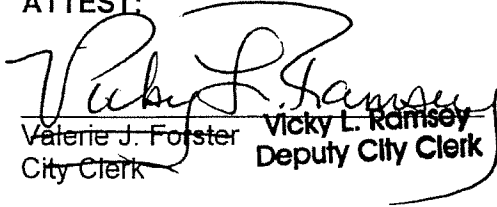
ATTACHMENT J

CITY OF OCALA, FLORIDA,


DULY PASSED AND ADOPTED BY THE CITY OF OCALA, FLORIDA,

this 16th Day of Sept, 2008

ATTEST:


Vicky L. Ramsey
Deputy City Clerk

City of Ocala, a Florida municipal corporation


Charles Ruse, Jr.
President, Ocala City Council

Approved as to form and legality


Patrick G. Gilligan
City Attorney

ACCEPTED BY CITY COUNCIL
September 16, 2008
DATE
OFFICE OF THE CITY CLERK

Addresses for Notices:

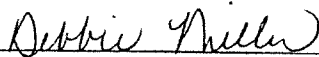
Email: _____

ATTACHMENT J

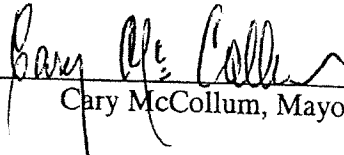
TOWN OF McINTOSH, FLORIDA, P. O. Box 165, McIntosh, FL 32664-0165

Duly passed and adopted by the Town of McIntosh, Florida this 13th day of November 2008.

ATTEST:

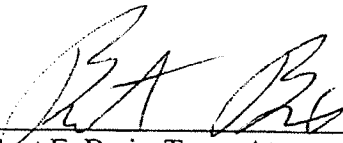


Debbie Miller, Town Clerk



Cary McCollum, Mayor

Approved as to form and legality:



Brent E. Baris, Town Attorney

ATTACHMENT J

Duly passed and adopted this 5 day of October, 2008, by the Town of Reddick, Marion County, Florida.

TOWN OF REDDICK, FLORIDA

By: James R. Stump, Mayor
Chairperson

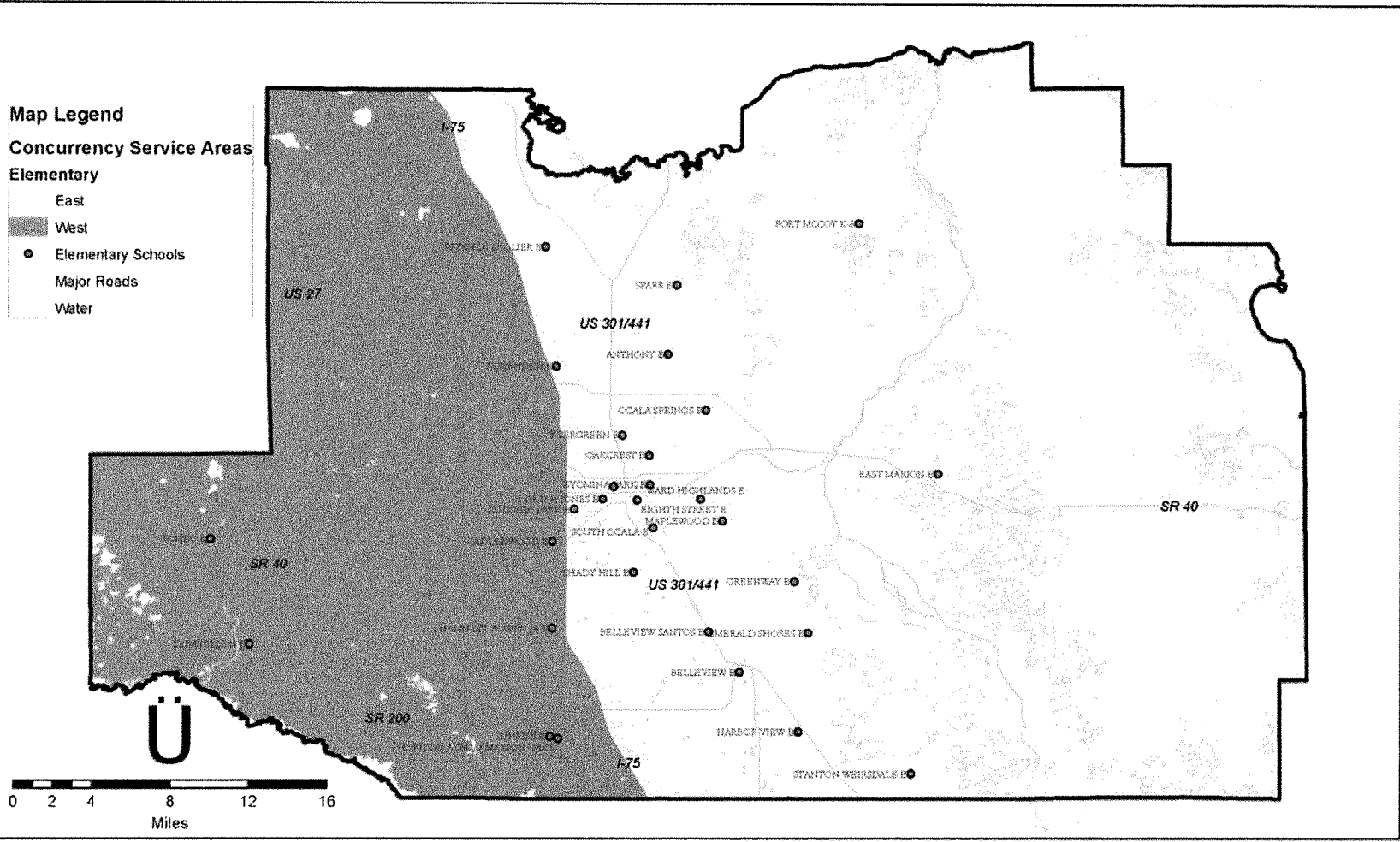
ATTEST: Lee D. Fanelli

(Name): LEE D. FANELLI

Appendix "A"

CONCURRENCY SERVICE AREA (CSA) MAPS

Marion County Public Elementary School Concurrency Service Areas (effective no later than August 30, 2011)



Prepared by: MCPSP Planning and Governmental Relations - April 6, 2008

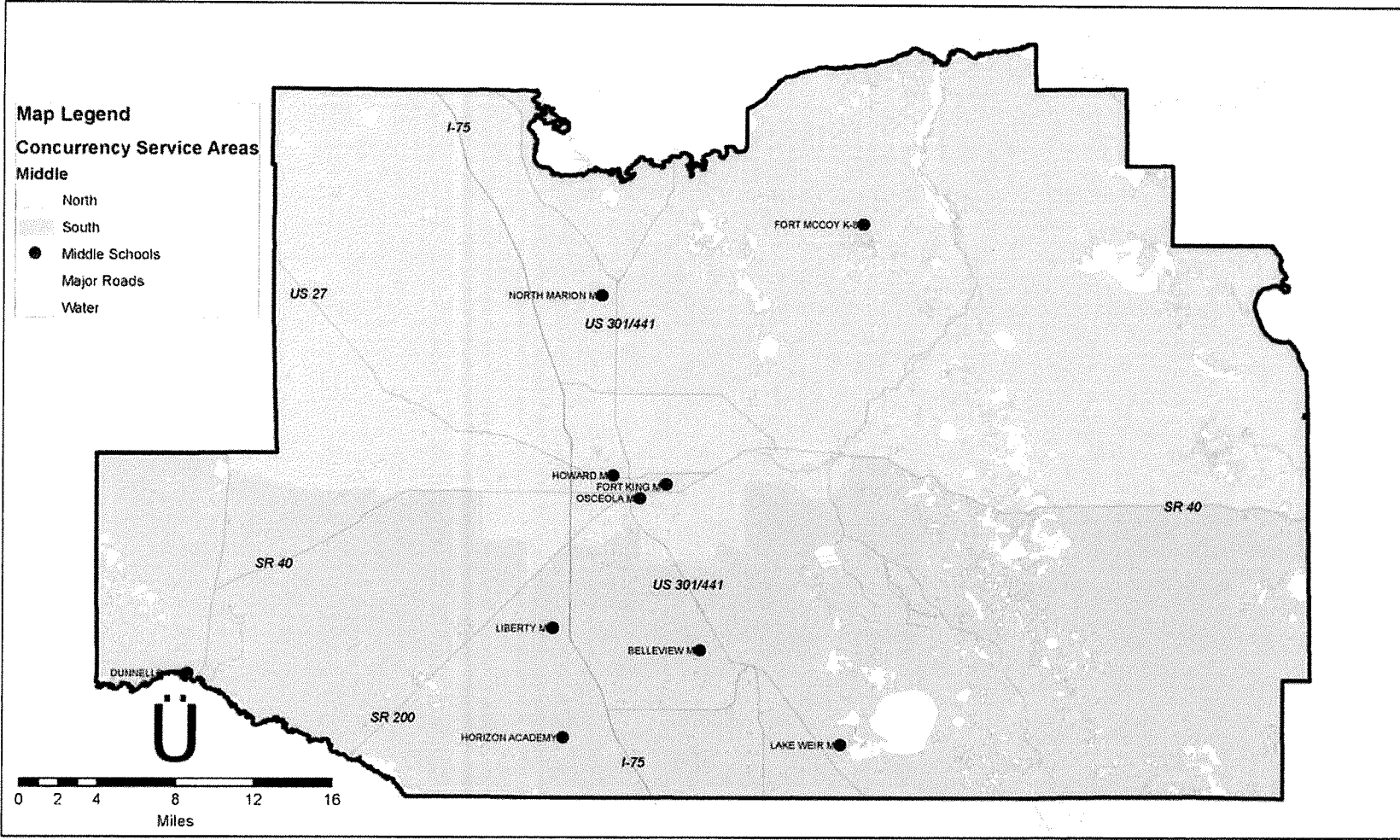
Marion County Public Middle School Concurrency Service Areas (effective no later than August 30, 2011)

Map Legend

Concurrency Service Areas

Middle

- North
- South
- Middle Schools
- Major Roads
- Water



Prepared by MCP'S Planning and Governmental Relations - April 8, 2008

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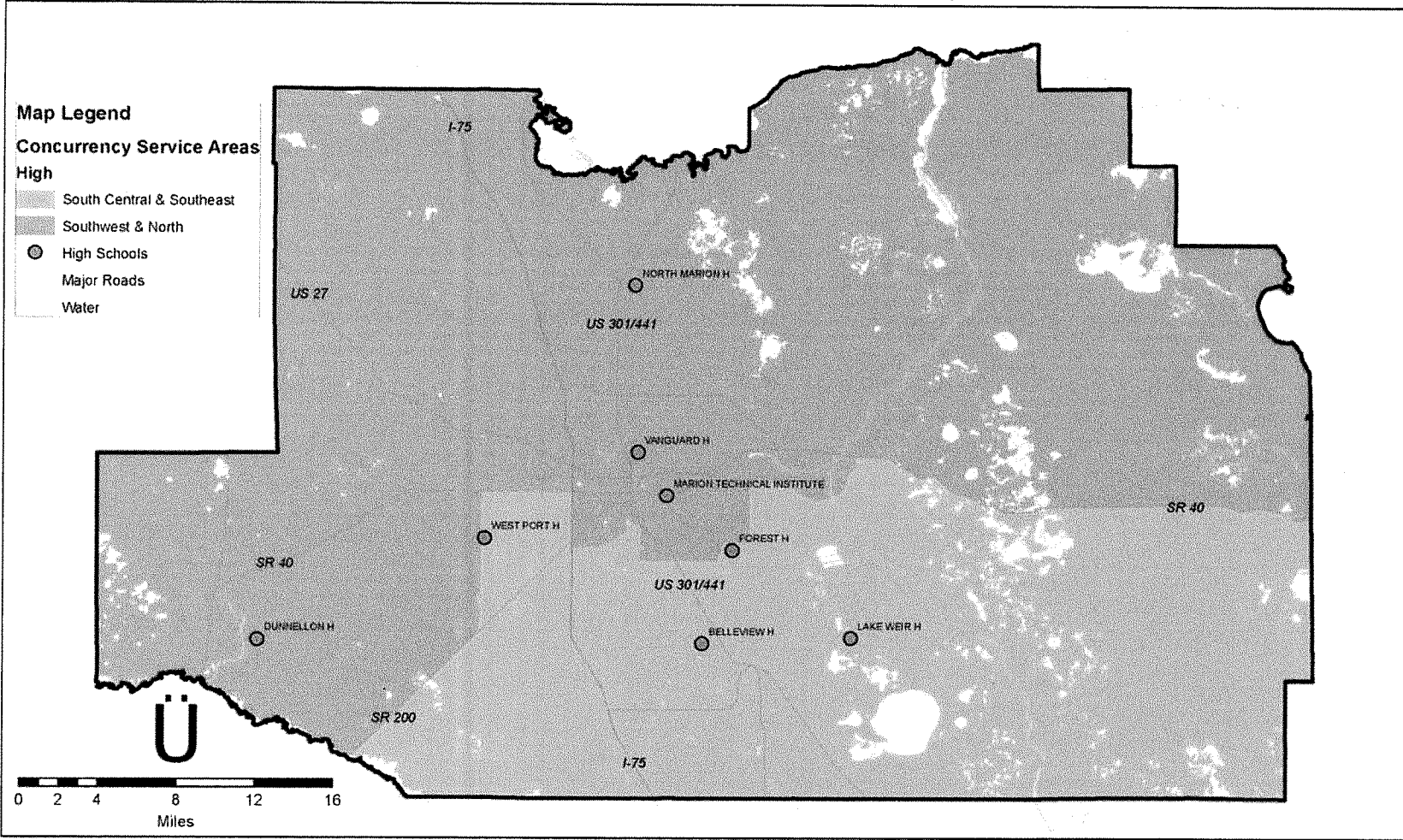
Marion County Public High School Concurrency Service Areas
 (effective no later than August 30, 2011)

Map Legend

Concurrency Service Areas

High

-  South Central & Southeast
-  Southwest & North
-  High Schools
-  Major Roads
-  Water



Prepared by MCPS Planning and Governmental Relations - April 8, 2008

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Appendix "B"

STUDENT GENERATION MULTIPLIER (SGM)

Excerpt from Adopted 2006 Educational Impact Fee Study

Variable (D) Students per Dwelling Unit: The number of public school students per dwelling unit is the factor used to convert the cost of schools per student into cost of schools per dwelling unit. The cost per student (from Table 7) is multiplied by the number of students per dwelling unit to calculate the cost per dwelling unit of each level of educational facility. Different types of dwelling units typically have different numbers of students that live in them. Generally, single family dwelling units have more students than multi-family dwelling units (i.e., apartments or condominiums) and mobile homes. Throughout this study, the data measuring students per dwelling unit will be applied to three types of housing: single family, multi-family, and mobile home. Furthermore, each type of dwelling unit has a different number of students at each school level (i.e., elementary, middle, and high school). Generally, there are more elementary students than middle or high school students per dwelling unit because elementary schools educate children for more years than middle or high schools.

For determining the proportionate share mitigation of costs per student for residential development, the School Board will use Student Generation Multipliers (SGM) based on the adopted Educational Facilities Impact Fee Study of 2006. SGMs are used to estimate the number of students which will be generated from proposed residential development. Table 9 documents the average number of students from each type of dwelling unit (single family, multi-family or mobile home) that attend Marion County Public Schools' each type of school, i.e., elementary, middle, and high schools, thus providing a student generation number (or multiplier). The SGM is then applied to different school types including, but not limited to public elementary, middle and high schools, as well as other combinations of grade levels.

Table 9: Public School Students per Dwelling Unit

D. Public School Students per Dwelling Unit

	ELEM	MIDDLE	HIGH
Single Family	0.158	0.078	0.092
Multi-Family	0.097	0.040	0.043
Mobile Home	0.130	0.070	0.086

SOURCE: Henderson & Young: 2006 MARION COUNTY EDUCATIONAL FACILITIES IMPACT FEE STUDY

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APPENDIX "C"

SUGGESTED CALENDAR OF EVENTS

January - March	The TWG shall meet to discuss and participate in the annual update of the School Board's Five-Year Capital Work Program.
March 1	The Local Governments will provide to the School District the allocation of residential units by type and population projections.
August 1	School Board's transmittal of proposed Five-Year Facilities Work Program to Local Governments for review and comment.
September 30	School District shall update and adopt the Five-Year Capital Plan, to be effective October 1.
November 1	The School District's adopted Work Program and the annual assessment shall be submitted to the Local Governments and School Board.
December 1	The Local Governments shall hold public hearings to consider amendments to their CIEs following the School Board's adoption of its then-current Five-Year Facilities Work Program.

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GLOSSARY

Ancillary Facilities: The building, site and site improvements necessary to provide support services to a school district's educational program including, but not limited to vehicle storage and maintenance, warehouses or administrative buildings.

Applicant: shall mean the person or entity submitting a Development Application, including its principals, agents, successors, and assigns

Contiguous Concurrency Service Areas: Concurrency Service Areas which touch along a portion of at least one side of their boundaries.

Development: shall have the same meaning herein as in Section 380.04, F.S.

Development Application or Application: shall mean a formal request by an Applicant to obtain a rezoning or Comprehensive Plan amendment or other development approval proposing residential development within a specific geographic area. The term Development Application or Application shall include any request to the Local Government proposing residential development regardless of its form including, but not limited to, a planned unit development, a Development of Regional Impact, a change in an existing Development Order that increases residential densities or the number of projected Residential Units, or an application for a mixed-use development that has a residential component. The term shall not mean a School Concurrency Application (SCA)

Development of Regional Impact: shall mean a development within the definition of Section 380.06, Florida Statutes.

Financial Feasibility: shall mean sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements. Examples of funding sources are ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. The requirement that LOS standards be achieved and maintained shall not apply if the proportionate fair share process set forth in s. 163.31809(12) and (16), F.S. is used.

Florida Inventory of School Houses (FISH) Capacity: The report of the permanent capacity of existing public school facilities. The FISH capacity is the number of students that may be housed in a school facility school at any given time.

Housing for Older Persons: shall mean residential dwelling units that:

- (1) Are within a community or subdivision that is operated as housing for older persons in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing

ATTACHMENT J

Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C. §§ 3601-19, or its statutory successor in function; and

- (2) Prohibit any person under the age of eighteen (18) years of age from residing within any dwelling unit on the property as a permanent resident, as evidenced by a recorded declaration of covenants and restrictions that runs with the land and is not subject to revocation or amendment for a period of at least thirty (30) years from the date of recording.

Levels of Service (LOS): shall mean an indicator of the extent or degree of service provided by, or proposed to be provided by, a public educational facility based on and related to the operational characteristics of the facility. Levels of service shall indicate the capacity per unit of demand for each facility.

Local Government: Marion County and/or the Cities located within its boundary pursuant to Section 163.3164 (13), F.S.

Maximize Utilization: The use of student capacity in each CSA to the greatest extent possible, based on the adopted level of service and the total number of permanent student stations according to the FISH inventory, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment districtwide.

Permanent Student Station: The floor area within a school building that provides instructional space for the maximum number of students in core-curricula courses assigned to a teacher, based on the constitutional amendment for Class Size Reduction and is not a Relocatable Classroom (including classroom additions which have received covered walkways and technology upgrades).

Proportionate Share Mitigation: An Applicant's improvement or contribution identified in a binding and enforceable agreement between the Applicant, the School District and the Local Government with jurisdiction over the approval of the plat, site plan or functional equivalent that provides for the additional demand on public school facilities caused by the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

Relocatable or Portable: A pre-manufactured classroom building assembled off-site and installed at a specified school location, which is intended to be temporary and relocated after a period of time and replaced with a permanent classroom.

Residential Development: Any development that is comprised of dwelling units, in whole or in part, for nontransitory human habitation.

Residential Unit: Any occupied structure or part thereof which is designed exclusively for human habitation on a continuous basis; i.e., having hot and cold running water and adequate facilities for heating, cooking, sleeping, and the sanitary elimination of wastes. Hotels, motels, and nontransitory lodging facilities are specifically excluded.

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School District Facilities Work Program or Work Program: The School Board's annual comprehensive capital planning document, that includes the District Facilities Work Program specified in Section 1013.35, Florida Statutes, and the Tentative District Educational Facilities Plan which is annually submitted for review and comment to the Local Governments.

School Board: The governing body of the School District, a political subdivision of the State of Florida and a body corporate pursuant to Section 1001.40, F.S.

School Concurrency Application (SCA): A detailed report which evaluates a development plan for a proposed residential development and identifies the anticipated student impact from the development on the level of service standard within the Concurrency Service Area.

School Impact Fee: shall mean the amount due under the Adopted School Impact Fee Ordinance.

State Requirements for Educational Facilities (SREF): The construction standards and requirements established pursuant to Rule 6A-2.0010, Florida Administrative Code.

Type of School: The following, each of which provides a level of education: elementary, middle or high school.

Acronyms used in this Agreement:

CSA	Concurrency Service Area
DOE	Department of Education
DRI	Development of Regional Impact
FISH	Florida Inventory of School Houses
LDR	Land Development Regulations
LOS	Levels of Service
PSFE	Public School Facilities Element
SCA	School Concurrency Application
SREF	State Requirement for Educational Facilities
TWG	Technical Working Group

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