

DRAFT
Discussion Purposes Only
11/18/11

PUBLIC SCHOOLS
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between Pinellas County, Florida (hereinafter referred to as "County"), the Cities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, Safety Harbor, Seminole, St. Petersburg, St. Pete Beach, and Tarpon Springs, Belleair, Belleair Beach, Belleair Bluffs, Belleair Shore, Indian Shores, Indian Rocks Beach, Kenneth City, North Redington Beach, Redington Beach, Redington Shores, South Pasadena, and Treasure Island, Florida, (hereinafter referred to as "Cities"), and the School Board of Pinellas County, Florida, (hereinafter referred to as "School Board") (hereinafter individually, a "Party", or collectively, the "Parties").

WITNESSETH:

Revise Whereas Clauses

WHEREAS, the Legislature enacted Section 163.31777, Florida Statutes (2002), requiring that each county and the non-exempt municipalities within that county enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and local governments are to be coordinated; and

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

WHEREAS, the School Board, the County, and the Cities entered into an agreement dated April 22, 2003 to fulfill these statutory requirements (the "1906 Agreement") ; and

WHEREAS, Section 163.31777, amended in 2005, requires that the 1906 Agreement also address the requirements in Section 163.3180(13)(g) regarding school concurrency; and

WHEREAS, this agreement revises the 1906 Agreement to address the requirements of Section 163.3180(13)(g) (hereinafter the "Agreement"); and

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

WHEREAS, one purpose of this Agreement is to establish a uniform public school facilities element and land development regulations in each Local Government to assist the Parties in assuring that sufficient capacity is available for new and existing students in school facilities.

NOW THEREFORE, it is mutually agreed between the School Board, the County, and the Cities that the definitions and procedures hereinafter set forth will be utilized and followed in coordinating land use and public school facilities planning, and ~~in coordinating a school concurrency system as required by Sections 163.31777 and 163.3180(13), Florida Statutes (2011)(2005),~~

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

~~Additional Capacity — see Section 13.b.ii. of this Agreement.~~

~~Available Capacity — see Section 13.b.ii. of this Agreement.~~

~~Bradley Settlement Agreement — means the 1) Amended Order granting Unitary Status in the areas of facilities and resources, transportation, and administrative staff assignment, entered August 30, 1999; 2) Stipulation for Unitary Status in the areas of extracurricular activities, faculty assignment, student assignment, relative quality of education and mandatory injunction, filed December 22, 1999; 3) Amended Stipulation for Unitary Status in the areas of extracurricular activities, faculty assignment, student assignment, relative quality of education and mandatory injunction, filed June 29, 2000; and 4) Amended Final Order withdrawing Federal supervision and granting Unitary Status to the public schools of Pinellas County, Florida, entered August 16, 2000.~~

~~Concurrency Service School Planning Area — [Need to ask Marshall at the Dec 7th Meeting] means the areas of the County within which the level of service will be measured for school concurrency purposes. The boundaries shall be adopted by the School Board. The initial Concurrency Service Areas will be represented by the Choice Attendance Areas, which are areas of the County designated by the School Board for purpose of student assignment.~~

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

~~Existing Level of Service or LOS — see Section 11 of this Agreement.~~

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

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

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

~~Level of Service Standard or LOS Standard — see Section 11 of this Agreement.~~

~~Local Government or Local Governments means the County and all the Cities.~~

Public School Facilities Element (PSFE) – means the optional element ~~required to be~~ that is adopted in local government comprehensive plans by Section 163.3177.(12), F.S., ~~for these communities that are required to implement a school concurrency program.~~

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

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

~~Vested Students – see Section 13.b.ii. of this Agreement.~~

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

2. Student Enrollment and Population Projections. In fulfillment of their respective planning duties, the Parties agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. The Metropolitan Planning Organization's Technical Coordinating Committee (TCC) staff will ~~annually~~ utilize established procedures to develop population growth projections for each Traffic Analysis Zone (TAZ) in the County, which will be provided to the Parties. The School District will use this data along with student enrollment, birth rates, Florida Department of Education projections, and other relevant data to project student enrollment. The preliminary student enrollment projections, and how they are developed, will be provided to the TCC and all Local Governments for review and comments at least thirty days prior to the establishment of final enrollment projections. Final enrollment projections will be provided to all Local Governments within ten days of being established. See Section 163.31777 (2)(a).

3. Coordinating and Sharing of Information.

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

~~of each year. The Five-Year Work Program may be incorporated by reference. See Section 163.31777(2)(b) and (f). (3)(b)1.~~

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

(c) The Residential Development Tracking System supported by Pinellas County's Business Technology Services Department is a "real time" interactive multi-jurisdictional tool for coordinating information relating to approved residential development projects. This web-based application can be used as one means of tracking potential impacts resulting from residential development approvals on school capacity.

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

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

5. Supporting Infrastructure. In addition to the notification required in Section 3 (a) above, the School District will notify each Local Government of the need for on-site or off-site improvements to support new, proposed expansion, or redevelopment of existing schools within the jurisdiction of that Local Government. Thereafter, representatives of the School District and the affected Local Government will meet and determine the responsibility for making such improvements and identify other agencies that should be involved. The parties will then meet with the other agencies to coordinate the completion of the on-site and off-site improvements. See Sections 163.31777 (2) (d) and 1013.36(1)(4).

6. School Capacity. The School District will annually notify each Local Government of the FISH School Capacities of the schools within its jurisdiction and will include how the School Board plans to meet the public school demand based on the annual school facilities work program. The annual notification will indicate how many spaces student seats are allocated to permanent capacity and how many are allocated to relocatable classrooms. See Section 163.31777 (2)(e).

7. Collocation and Shared Use of Facilities. The collocation and shared use of facilities are important to the Parties. The Parties will look for opportunities to collocate or share the use of each Parties' facilities. Opportunities for collocation and shared use will be considered for libraries, parks, recreational facilities, community centers, auditoriums, learning centers, museums, performing arts

centers, stadiums, healthcare and social services, schools, and other uses and facilities as may be determined appropriate. An agreement will be developed for each instance of collocation and shared use to address legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation or shared use. See Section 163.31777 (2)(g).

8. Pinellas Schools Collaborative. [*Work Group discussion need here*] The Parties hereby create the Pinellas Schools Collaborative (the 'Collaborative'). The composition of the Collaborative shall consist of two elected representatives from the School Board and one elected representative from each of the other Parties of this Agreement. Should it be desired, a group of municipalities may collectively appoint a member to represent their interests on the Collaborative and will provide notice of such to the Pinellas County Planning Department in writing. Each member shall be appointed by their respective governing body ~~on or before January 1, 2007~~ and shall serve for a term of two years. Any vacancy in the membership of the Collaborative shall be filled for the unexpired term in the same manner as the initial appointment. An alternate elected representative may be designated by each respective governing body who may act as a member of the Collaborative when the appointed member is absent. Each Party will notify the other Parties and the Pinellas County Planning Department of their appointee(s) to the Collaborative. The Collaborative shall have the powers specifically assigned to it pursuant to this Agreement and may establish bylaws for its operation which are not inconsistent with this Agreement.

~~9. Coordinating the Development and Adoption of each Local Government's Public School Facilities Element (PSFE):~~

~~The PSFE for Local Governments in the County must be adopted by March 1, 2008. Development and adoption of the PSFE will occur using the following procedure and timetable:~~

- ~~a. September or October 2006 — The Collaborative shall initiate development of the PSFE at a meeting of the Collaborative. This Agreement shall serve as the basis for development of the PSFE.~~
- ~~b. September or October 2006 to April 2007 — The School Planning Work Group (the "Work Group") consisting of staff from the Parties, and the Pinellas Planning Council, shall coordinate in drafting a proposed PSFE for consideration by the Collaborative. One of the subjects that will be addressed in the PSFE is the safety of students on their way to and from public schools. At key junctures during this 7 to 8 month period, the Work Group will update the Collaborative of their progress and receive direction from the Collaborative in completing the draft PSFE.~~
- ~~c. April 2007 — The Work Group will present a completed draft of the PSFE to the Collaborative for comment and direction.~~
- ~~d. April/May 2007 — Local Governments and the School Board may review the draft PSFE and provide comments to the Collaborative and Work Group.~~
- ~~e. June 2007 — Based on comments received, the Work Group will present a final proposed PSFE to the Collaborative for approval and distribution to the Local Governments and the School Board.~~
- ~~f. July/August 2007 — Local Planning Agencies will conduct public hearings on the proposed PSFE and present their recommendations to the local governing bodies.~~
- ~~g. September 2007 — Local Governments will conduct public hearings on the proposed PSFE and transmit the proposed PSFE to the Florida Department of Community Affairs for review and comment.~~

~~h. January/February 2008 — Local governing bodies will consider adopting the proposed PSFE as part of their local comprehensive plans and submit to the Florida Department of Community Affairs.~~

~~10. **Amendment of the adopted PSFE** shall occur using the following procedure to ensure that the PSFE within the Local Government comprehensive plans remains coordinated and consistent with one another and with the plans of the School Board:~~

- ~~a. Should a Local Government desire to amend their PSFE, or should the School Board desire to have Local Governments consider a proposed amendment to their PSFE, they shall notify their intent in writing to the Collaborative and to all the Parties by January 31st. The notice shall specify the proposed amendments to the PSFE and all data and analysis supporting the proposed amendments.~~
- ~~b. The proposed amendment to the PSFE shall be reviewed by the Collaborative during the annual oversight process described in Section 15. The Collaborative will request a review and recommendation from the Work Group prior to making a determination. The Collaborative shall also solicit comments from the Parties. The proposed amendment shall be provided to the Parties at least sixty days prior to the Collaborative's determination. If a Party has concerns with the proposed amendment, the Party should provide reasons for its concerns, and specify conditions or modifications that may result in the Party recommending approval of the proposed amendment.~~
- ~~c. After receiving a recommendation from the Work Group and comments from the Parties, the Collaborative shall render a determination on whether the adopted PSFE should be amended as proposed, amended as proposed with modifications, or not amended.~~
- ~~d. If the Collaborative determines that the proposed amendment, or a modified version of the proposed amendment, is appropriate and should be incorporated into the local government comprehensive plans, the Collaborative shall notify each Party and the Local Governments shall initiate the Plan amendment process to consider amending their Plans.~~
- ~~e. If the Collaborative determines that the proposed amendment is not appropriate and should not be incorporated into the Local Government comprehensive plans, the Collaborative shall notify each Party of its decision, and the Local Governments shall consider this recommendation if they initiate a Plan amendment process to consider amending their Plan.~~
- ~~f. If a Party disagrees with the decision of the Collaborative, they may utilize the conflict resolution provision provided in Section 14 of this Agreement. If each Party agrees that a proposed amendment is appropriate through the dispute resolution process, the Local Governments shall initiate the Plan amendment process to consider amending their Plans.~~
- ~~g. The above procedure shall also be utilized when considering amendments to the adopted Level of Service (LOS) Standard to ensure it remains uniform throughout the district and that the school concurrency system continues to be financially feasible. Decisions on whether to amend the LOS Standard shall at a minimum take into consideration the Five-Year Work Program and the proposed amendment's impact on the financial feasibility of the PSFE and the concurrency management system.~~

~~11. **Adopted Level of Service Standard.**~~

~~a. The School Board hereby adopts a district-wide Level of Service Standard which shall be that student Enrollment plus the Vested Students divided by FISH School Capacity plus the Additional Capacity should not exceed 100%.~~

~~b. The Existing Level of Service shall be calculated for each Concurrency Service Area. The Existing Level of Service for each Concurrency Service Area shall be equal to the total number of student Enrollment and the Vested Students within the Concurrency Service Area divided by the combined FISH School Capacity and the Additional Capacity within the same Concurrency Service Area.~~

~~c. The procedures and standards in this Agreement are established to ensure that the Level of Service Standard is achieved and maintained throughout the five years covered by the Five-Year Work Program, as amended annually by adding the new fifth year.~~

~~12. Boundary and Program Adjustments.~~

~~The School Board shall maximize utilization of student capacity through program and/or boundary adjustments and shall annually institute necessary program and/or boundary adjustments or provide additional capacity to ensure that each Concurrency Service Area will, in the aggregate, operate at the adopted LOS Standard throughout the five-year period covered by the Five-Year Work Program, as amended. Boundary adjustments to the Concurrency Service Areas shall be based on consideration of the following factors:~~

- ~~a. Transportation costs~~
- ~~b. Provisions of the Bradley Settlement Agreement~~
- ~~c. Projected growth and demographic changes~~
- ~~d. Municipal boundaries~~
- ~~e. Other relevant factors~~

~~Should the School Board propose to modify a Concurrency Service Area, or to redefine the Concurrency Service Area as a different type of area, it shall do so by public rulemaking in accordance with Section 120.54, Florida Statutes. The School Board shall submit any such modification to alternative dispute resolution if it is properly invoked by the plaintiffs in accordance with the terms of the Bradley Settlement Agreement, a copy of which is available upon request by calling the School Board Attorney.~~

~~**13. Uniform, Districtwide Procedure for implementing School Concurrency.** The purpose of School Concurrency is to assure that there is available capacity for the anticipated students in each Concurrency Service Area where residential units are created at the time those students need to go to school:~~

- ~~a. Applicability:
 - ~~i. School concurrency applies only to residential site plans or final residential subdivision approvals (the "Residential Approval(s)") which are anticipated to generate demands for public school facilities, and which are approved after the PSFE and land development regulations implementing the PSFE are in effect in all Local Governments (the 'Effective Date').~~
 - ~~ii. School concurrency shall be measured and applied on the basis of Concurrency Service Areas as established by the School Board and as described in the PSFE.~~~~

~~b. School Capacity and Level of Service Report:~~

~~i. Each year, the School District shall prepare a School Capacity and Level of Service Report (the "Report") to calculate the Existing Level of Service and the Available Capacity within each Concurrency Service Area.~~

~~ii. Available Capacity shall be calculated based on the following formula:~~

~~— Available Capacity = [FISH School Capacity + Additional Capacity] — [Enrollment + Vested Students]~~

~~"Enrollment" means the official student enrollment count of the fall semester.~~

~~"Vested Students" means the estimated number of students that would be generated from the Residential Approvals after the Effective Date less the number of Vested Students represented by the dwelling units of the Residential Approvals that (1) received certificates of occupancy since the Effective Date when preparing the first Report or since the preparation date of the previous Report when preparing the second and subsequent Reports and are located in a residential development that received School Concurrency Approval, or (2) had their School Concurrency Approval expire.~~

~~"Additional Capacity" means school facilities that will be in place or under actual construction within three years based on the Five-Year Work Program.~~

~~iii. The Local Governments shall notify the County when new dwelling units have received certificates of occupancy and when the School Concurrency Approval for a Residential Approval has expired. The County shall provide this information to the School District for inclusion in the annual Report.~~

~~iv. The Report shall be approved by the School Board and delivered to all Local Governments no later than November 30th of each year. Each Local Government shall provide the School District with the name, title, and address of the person within the Local Government to whom the Report should be sent. The School District shall begin using the approved Report no later than December 1, of the year it is approved. The County will track the number of dwelling units that receive School Concurrency Approval from all Local Governments after the date of the approved Report, and will adjust the Available Capacity accordingly throughout the year based on the Enrollment and the estimated number of Vested Students. The most current adjusted information on Available Capacity will be made available to Local Governments and the School District.~~

~~c. When the development review process for a Residential Approval is initiated, the Local Government shall consider the most current adjusted information on Available Capacity provided by the County. If this information reveals that there is Available Capacity within each of the Concurrency Service Areas where the proposed Residential Approval would be located, then the Local Government shall proceed under Section 13.d. below. If the information reveals that there is not Available Capacity within a Concurrency Service Area where the proposed Residential Approval would be located, then the Local Government shall proceed under Section 13.e. below.~~

~~d. Development Review Process when there is Available Capacity:~~

~~i. A Local Government is authorized to issue a School Concurrency Approval for a residential site plan or final subdivision approval of less than 25 dwelling units without submitting a School Concurrency Application (the 'Application') to the School District.~~

- ~~ii. An Application for a Residential Approval of 25 dwelling units or greater shall be submitted by the Local Government to the School District and the County on a form provided by the School District.~~
- ~~iii. Within 25 days of receipt from the Local Government of a completed Application, the School District will review the Application and shall render a School Concurrency Determination stating whether there is Available Capacity for all types of schools to accommodate the estimated number of students that would be generated by the proposed Residential Approval and maintain the adopted Level of Service Standard. The School District may request assistance from the County in reviewing Applications.~~
- ~~iv. If the School District determines that there is Available Capacity within the Concurrency Service Areas where the proposed Residential Approval would be located, then an adequate Level of Service would be provided within the Concurrency Service Areas and the Residential Approval shall be issued a School Concurrency Approval by the Local Government.~~
- ~~v. If the School District determines that there is not Available Capacity within an affected Concurrency Service Area and the adopted Level of Service Standard would be exceeded, then the School District shall consider whether there is Available Capacity in the contiguous Concurrency Service Area(s).~~
 - ~~1. If the School District determines that, in the aggregate, there is Available Capacity in the Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate Level of Service would be provided and the Residential Approval shall be issued a School Concurrency Approval by the Local Government.~~
 - ~~2. If the School District determines that, in the aggregate, there is not Available Capacity in the Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate Level of Service would not be provided for that type of school and the Residential Approval shall not be issued a School Concurrency Approval by the Local Government.~~
 - ~~3. If the School District determines that, in the aggregate there is not Available Capacity, then within 25 days after receiving the completed Application from a Local Government, the School District shall identify the required proportionate share mitigation and recommend acceptable form(s) of mitigation in writing to the Local Government and the applicant.~~
 - ~~4. The applicant and the School Board shall attempt to negotiate a development mitigation agreement which shall provide for the required mitigation to mitigate the impacts of the proposed development on public school facilities. The Local Government shall be a party to this agreement. If the applicant and the School Board are unable to agree on an acceptable form of mitigation, the Local Government may utilize the conflict resolution provision provided in Section 14 of this Agreement to attempt to resolve the impasse.~~

- ~~5. When the School District determines that there is not Adequate Capacity for a Residential Approval, then the Local Government may only issue a School Concurrency Approval after the execution of a legally binding development mitigation agreement between the applicant, the Local Government, and the School Board.~~
- ~~e. Development Review Process when at least one Concurrency Service Area has no Available Capacity:~~
- ~~i. An Application shall be submitted by the Local Government to the School District and the County for all Residential Approvals, regardless of size, that are located within the Concurrency Service Area that has no Available Capacity. The Application shall be submitted on a form provided by the School District.~~
- ~~ii. The development review process shall then follow the procedures in Section 13. d. v above.~~
- ~~f. The Local Government shall provide documentation of all School Concurrency Approvals to the County within thirty days of issuance.~~
- ~~g. Continued Validity of a School Concurrency Approval:~~
- ~~A School Concurrency Approval shall be valid for purposes of the issuance of development orders or permits for up to 24 months from the date of issuance by the Local Government. Once a development order or permit has been issued, the School Concurrency Approval shall be valid until a certificate of occupancy is issued or the development order or permit is no longer in effect.~~
- ~~h. Mitigation:~~
- ~~i. Acceptable forms of mitigation may include, without limitation, the following:~~
- ~~a. contribution of land;~~
- ~~b. the construction of a public school facility;~~
- ~~c. expansion of an existing public school facility;~~
- ~~d. payment for land acquisition or the expansion or construction of a public school facility;~~
- ~~e. the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits.~~
- ~~ii. The following standards shall apply to any mitigation required by the School District:~~
- ~~a. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the Five-Year Work Program that satisfies the estimated demands created by the proposed Residential Approval.~~
- ~~b. Relocatable classrooms will not be accepted as mitigation.~~
- ~~c. Mitigation shall be proportionate to the demand for public school facilities estimated to be created by the proposed Residential Approval.~~
- ~~iii. The Proportionate Share Mitigation amount shall be calculated using the following formula for each school level:~~

~~Multiply the number of additional new student stations required for mitigation of the estimated demand for public school facilities created by the proposed Residential Approval by the average cost per student station using the actual construction cost~~

~~being experienced by the School District for student stations at the time when proportionate share mitigation is accepted plus the inclusion of land costs, if any.~~

~~i. Vesting. For the purposes of meeting the Level of Service Standard, Residential Approvals, development orders, and permits approved for any property prior to the Effective Date shall be vested and shall not require a School Concurrency Approval.~~

~~j. Credit. After the Effective Date, any property with existing dwelling units that are demolished or destroyed shall receive a credit for the estimated number of students generated from existing dwelling units. Credits may not be transferred to another property but may be used on abutting property if part of the same Residential Approval.~~

14. Conflict Resolution. If any Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute may be resolved in accordance with the governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes. See Section 163.31777 (2)(h).

15. Oversight Process and Public Participation. *[Has been modified using language from the 2003 "1906" Agreement]*

~~The Collaborative and a staff representative from each of the Parties will meet to consider the implementation of this Agreement and propose amendments if deemed necessary. The County planning director or his or her designee, will schedule, coordinate and facilitate the meeting. The public will be provided an opportunity to provide input at the meeting. Each governmental entity will be provided with a copy of any proposed amendments. If all Parties agree to the proposed amendments, a written amendment to this Interlocal Agreement shall be executed. See section 163.31777(2)(i).~~

~~The Collaborative and a staff representative from each of the Parties will meet to consider the implementation of this Agreement and school concurrency, and propose amendments for improvement if deemed necessary. The County planning director or his or her designee, will schedule, coordinate, and facilitate an annual meeting of the Collaborative to be held in May and any additional meetings that the Collaborative may hold during the year. The Parties shall coordinate in preparing a staff report on the effectiveness of school concurrency that will be presented at the annual meeting of the Collaborative. If a Party does not agree to some or part of a staff report, the Party may submit additional information to the Collaborative. The annual School Capacity and Level of Service Report required in Section 13 shall form the basis for the staff report. The public will be provided an opportunity to provide input at all Collaborative meetings. Each Local Government will be provided with a copy of any proposed amendments to the Agreement. If all Parties agree to a proposed amendment to the Agreement, a written amendment to this Agreement shall be executed.~~

16. School Board Participation in Local Planning Agency. Each Local Government will include a School Board staff representative as a member of the Local Planning Agency as a nonvoting member. Each Local Government will notify the School Board staff representative of the time, place, and agenda of all meetings of the Local Planning Agency. The School Board staff representative may participate in deliberations regarding comprehensive plan amendments and rezonings at which the Local Planning Agency considers such amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application.

17. Term of Agreement. This Agreement shall become effective upon the execution thereof by all Parties and shall remain in full force and effect for five years from that date. This Agreement shall be

automatically renewed for successive five year periods unless any Party notifies the other Parties, at least six months in advance, of its intent not to renew the Party's participation, in which case the Agreement shall terminate as to that Party only. At any time any Party is not statutorily required to be a Party to this Agreement, that Party may terminate their participation in the Agreement by providing sixty days notice thereof to all Parties. After termination, the terminating Party shall no longer be subject to any terms or conditions of the Agreement, but shall continue to be required to comply with all applicable laws.

18. Reservation of Right. Each Party hereto reserves any and all rights and remedies (at law and equity) not expressly waived by this Agreement, including but not limited to the right to challenge any determination or decision of the Collaborative, School Board, State or the Local Governments.

19. As required by section 163.01(11), Florida Statutes, this Agreement, and any amendments thereto, shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after the execution by the Parties, and shall become effective upon the date of filing.

~~**20.** Upon filing of this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida, the 1906 Public Schools Interlocal Agreement entered into between the County, the Cities, and the School Board on April 22, 2003 April 24, 2007 is terminated.~~

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated.

DRAFT