

**ADDENDUM TO
SCHOOLS ADEQUATE PUBLIC FACILITIES
MEMORANDUM OF UNDERSTANDING**

This Addendum to the Schools Adequate Public Facilities Memorandum of Understanding is entered into this _____ day of _____, 20____, by and among the Town of Carrboro, the Town of Chapel Hill, the Chapel Hill-Carrboro City Board of Education and Orange County.

WHEREAS, the Town of Carrboro, in a resolution approving the Schools Adequate Public Facilities Memorandum of Understanding among the Town of Carrboro, the Town of Chapel Hill, the Chapel Hill-Carrboro City Board of Education and Orange County (hereinafter "the MOU"), sought assurance that its recommendation will be received and considered by the Orange County Board of Commissioners prior to the Orange County Board of Commissioners changing the projected student membership growth rate, the methodology used to determine this rate or the student generation rate; and

WHEREAS, the Town of Carrboro, in a resolution approving the MOU, sought further clarification concerning the commitment it is making to the Schools Adequate Public Facilities Program as expressed by the following language contained in the resolution of the Carrboro Board of Aldermen approving the MOU:

Carrboro intends to remain committed to the MOU only as long as the County continues to execute the CIP as agreed in the MOU. If the Carrboro Board of Aldermen find the County is no longer in compliance with the CIP as outlined in the MOU, Carrboro will no longer consider itself bound by this MOU and may consider repealing the Ordinance referenced in Section 2 [of the MOU]; and

WHEREAS, Chapel Hill, the Chapel Hill-Carrboro City Board of Education and Orange County concur with the stated Carrboro concerns being made part of the MOU;

NOW, THEREFORE, the parties to this Addendum to the MOU and to the MOU hereby agree that Section 1.d. of the MOU is amended to read as follows:

Section 1.d. After the adoption of the ordinances referenced in Section 2, the Orange County Board of Commissioners may change the projected student membership growth rate, the methodology used to determine this rate, or the student generation rate if the Board concludes that such a change is necessary to predict growth more accurately. Before making any such change, the Board shall receive and consider the recommendation of a staff committee consisting of the planning directors of the Town(s) and the County and a representative of the School District appointed by the Superintendent. The committee shall provide, in a timely manner, a copy of its recommendation to the governing boards of the other parties to this memorandum at the time it provides such recommendation to the Board of Commissioners and the Board of Commissioners shall provide an

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opportunity for those governing Boards to comment on the recommendation. In making its recommendation, the committee shall consider the following, and in making its determination, the Board of Commissioners shall consider the following:

- (i) The accuracy of the methodology and projected growth rate then in use in projecting school membership for the current school year;
- (ii) The accuracy of the student generation rate then in use in predicting the number of students at each level actually generated by each new housing type;
- (iii) Approval of and issuance of CAPS for residential developments that, individually or collectively, are of sufficient magnitude to alter the previously agreed upon school membership growth projections; or
- (iv) Other trends and factors tending to alter the previously agreed upon projected growth rates.

If any such change is made in the projected growth rate, the methodology for determining this rate, or the student generation rate, the Orange County Board of Commissioners shall inform the other parties to this Memorandum prior to February 1st in any year in which such change is intended to become effective what change was made and why it was necessary.

and that Section 9 of the MOU is amended to read as follows:

Section 9. The parties acknowledge that this Memorandum of Understanding is not intended to and does not create legally binding obligations on any of the parties to act in accordance with its provisions. Rather, it constitutes a good faith statement of the intent of the parties to cooperate in a manner designed to meet the mutual objective of all the parties that the children who reside within the School District are able to attend school levels that satisfy the level of service standards set forth herein.

The Town of Carrboro intends to remain committed to the MOU only as long as Orange County continues to execute the CIP as agreed in the MOU. If the Carrboro Board of Aldermen find Orange County is no longer in compliance with the CIP as outlined in the MOU, the Town of Carrboro will no longer consider itself bound by this MOU and may consider repealing the Ordinance referenced in Section 2 of this MOU.

This the _____ day of _____, 20__.

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TOWN OF CARRBORO

SEAL

By: _____
Mayor

Attest:

Town Clerk

TOWN OF CHAPEL HILL

SEAL

By: _____
Mayor

Attest:

Town Clerk

ORANGE COUNTY

SEAL

By: _____
Chair, Board of Commissioners

Attest:

Clerk to the Board of Commissioners

THE CHAPEL HILL-CARRBORO
CITY BOARD OF EDUCATION

SEAL

By: _____
_____, Chair

ATTEST:

_____, Secretary