

AGENDA
SCHOOL BOARD OF SANTA ROSA COUNTY
SPECIAL MEETING
December 2, 2019-9:00 AM

A. Call to Order and Roll Call

The School Board of Santa Rosa County met in special session at 9:00 A.M. with the following members present: Mrs. Wei Ueberschaer, Vice-Chairperson; Mrs. Jennifer Granse, Mrs. Linda Sanborn, and Mrs. Carol Boston. Mr. Buddy Hinote was absent due to travel.

Also present were Timothy S. Wyrosdick, Superintendent of Schools and Secretary and Paul R. Green, Board Attorney.

B. Pledge of Allegiance

The Vice-Chairperson called the meeting to order and Superintendent Wyrosdick led us in the Pledge of Allegiance to the Flag and in a moment of silence.

C. Business Item(s)

1. Discuss and Approve for Presentation to BOCC the Impact Fee Ordinance and Inter-Local Agreement

For a complete word for word transcript of the meeting, please see the video.

Superintendent Wyrosdick opened the meeting by providing background on the subject of today's meeting. We petitioned the Board of County Commissioners for the opportunity to present an ordinance and inter-local agreement on impact fees; this item is on the Board of County Commissioners' December 12 agenda.

School Board Attorney Paul Green, Attorney Dan Harrell, and County Attorney Roy Andrews have worked diligently to provide an ordinance and inter-local agreement that will meet our needs.

The Superintendent asked Joey Harrell, Assistant Superintendent for Administrative Services, to come forward along with Gene Boles, of Building Livable Communities, Inc.

Mr. Harrell pointed out the following items on the Public Educational Facility Funding Analysis (some items have changed since this was done in May).

- *Land value has increased as well as the cost of student stations.*

- *Relocatables (portables) have been removed from the analysis since we will not be using impact fee funds to purchase portables. Superintendent Wyrosdick pointed out that it doesn't mean we won't be purchasing portables but we won't be using impact fee funds to purchase them.*
- *The Public Educational Facility Funding Analysis contains a list/comparison of school impact fees in Florida.*
- *Impact fees cannot be used to pay current debt.*

Mr. Harrell reviewed the construction cost per student station and land cost. He then listed the credits which brings us to the net impact cost (per grade level). The maximum allowable fee is the product of multiplying the net cost per grade level student station times the student generation multiplier. The student generation multiplier is derived by dividing the number of students by housing type.

Mr. Boles called attention to the following:

- *Impact fees are not taxes; they are costs to cover charges created by the impact of new homes.*
- *Impact fees are not established by state law but by the courts so local governments can recover costs created by the impact (of new homes).*
- *There is a state statute (regarding impact fees) but it states rules mostly; you must provide a 90-day grace period before adopting impact fees; must use current costs. This is one reason that it was important for us to update the data in the Public Educational Facility Funding Analysis.*
- *The most significant number is the maximum allowable fee by housing type for single family homes since this is the majority of our housing.*
- *It's important to note the dual rational nexus concept which means dollars must be collected based on the impact of (new) homes and spent to resolve that problem.*

Superintendent Wyrosdick addressed the affordable housing exemption that is included in the ordinance; eligibility will be based on income as well as the cost of the home. The impact fee will be the same throughout the county.

Mrs. Ueberschaer asked if the impact fee exemption would be retroactive (if the builder paid at the building permit stage and the buyer later qualified for the exemption). Mr. Boles responded that it's hard to say exactly how it will play out but he believes the builder will pay initially and the buyer may qualify later. Discussion followed regarding when the impact fee will be paid - at the time the building permit is issued or the certificate of occupancy.

Mrs. Sanborn asked if a refund would be issued if the building permit is not carried out - a refund would be issued minus an administrative fee.

Superintendent Wyrosdick pointed out that in the comparison of other counties in Florida we would be at the lower end of the maximum allowable percentage.

Mrs. Boston wanted to know a tentative effective date (for the impact fee). Once it is addressed by the Board of County Commissioners that will be determined. The BOCC has the advertisement for public hearing on the December 12 agenda and will vote on January 9, 2020. A 90-day grace period is required so the soonest effective date would be in April 2020.

Mrs. Sanborn appreciates that there is an opportunity for developers/builders to donate land for school sites in lieu of paying the impact fee/s. Mr. Boles stated that there are different ways of implementing this; it may not be a dollar for dollar transaction.

Superintendent Wyrosdick added that impact fees will not take care of all our construction needs; Mrs. Sanborn stated that "it will help."

Motion to Approve was moved by Linda Sanborn, Seconded by Carol Boston. Motion Passed by a Vote of 4 - 0.

The Board approved the Superintendent's recommendation that we accept the Impact Fee Ordinance and Inter-Local Agreement.

- D. Public Forum (Request to address the School Board regarding an item not on the agenda)

The Vice-Chairperson opened the floor for the public forum and asked if anyone wanted to address the Board. There was no response; the forum was closed.

- E. Adjournment

Motion to Approve was moved by Carol Boston, Seconded by Linda Sanborn. Motion Passed by a Vote of 4 - 0.

There being no further business the meeting was adjourned.

DONE AND ORDERED IN LEGAL SESSION by the School Board of Santa Rosa County this 2nd day of December, 2019.

SCHOOL BOARD OF
SANTA ROSA COUNTY

Chairman

ATTEST:

Superintendent and Secretary

Santa Rosa County District Schools

Submitted By: Tim Wyrosdick, Superintendent of Schools

**Superintendent
Action Agenda**

Title of Item: Discuss and Approve for Presentation to BOCC the Impact Fee Ordinance and Inter-Local Agreement

Description/Introduction: Special Meeting to discuss and approve for presentation to the Board of County Commissioners the Impact Fee ordinance and inter-local agreement

Recommendation/Action Requested: Request approval

Financial Impact:

A-Funds required from School Board? No

B-Amount required

C-Grant/Project Synopsis attached? No

D-Date Grant/Project Reviewed/Approved by Accountant:

Legal Review

Does item require legal review? Yes

If Yes, Approval Date November 19, 2019

REVIEWERS:

Reviewer	Action	Date
Pattullo, Melanie	Approved	11/18/2019 - 2:59 PM

ATTACHMENTS:

Description	Upload Date	Type
Impact Fee Ordinance	11/22/2019	Cover Memo
Inter-Local Agreement	11/22/2019	Cover Memo

ORDINANCE NO. 2020 - _____

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA, AMENDING CHAPTER _____ OF THE SANTA ROSA COUNTY, FLORIDA, CODE; RELATING TO THE CREATION OF AN EDUCATIONAL FACILITIES IMPACT FEE; PROVIDING A SHORT TITLE, AUTHORITY, AND APPLICABILITY; PROVIDING INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR IMPOSITION OF AN EDUCATIONAL FACILITIES IMPACT FEE; PROVIDING A FEE SCHEDULE; PROVIDING FOR PAYMENT OF FEES AND FOR CREDITS; PROVIDING FOR USE OF FUNDS COLLECTED; PROVIDING EXEMPTIONS; PROVIDING FOR APPEALS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA:

SECTION 1. SHORT TITLE, AUTHORITY, AND APPLICABILITY.

(a) This Ordinance shall be known and may be cited as the “Santa Rosa County Educational Facilities Impact Fee Ordinance.”

(b) The Board of County Commissioners has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, and Chapter 125 and Sections 163.3201 and 163.3202, Florida Statutes.

(c) This Ordinance shall apply to all areas of the County in a manner consistent with the opinion of the Florida Supreme Court in *St. Johns County v. Northeast Florida Builders Association, Inc.*, 583 So.2d 635 (Fla. 1991).

SECTION 2. INTENT AND PURPOSE.

(a) This Ordinance is intended to implement and be consistent with the Santa Rosa County Comprehensive Plan.

(b) The purpose of this Ordinance is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide adequate public educational facilities as contemplated by the Santa Rosa County Comprehensive Plan.

(c) This Ordinance is intended to implement the polices established in Section 1013.33, Florida Statutes.

(d) Through enactment of Chapters 163 and 380, and Sections 163.31801 and 163.3202, Florida Statutes, the Florida Legislature has encouraged local governments to enact impact fees as a part of their land development regulation programs.

SECTION 3. DEFINITIONS. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordable housing means a residential unit that is offered for sale or rent to low-income persons or very-low-income persons and for which monthly rent or monthly mortgage payments,

including taxes, insurance, and utilities, do not exceed thirty percent (30%) of the amount that represents the percentage of the median adjusted gross income for low-income persons and very-low-income persons.

Building permit means the permit required for new construction, additions, and renovations pursuant to the land development regulations of Santa Rosa County, Florida.

Capital costs of educational facilities means expenditures for the acquisition of fixed assets or additions to fixed assets and expenditures for site acquisition, construction design, site development, necessary off-site improvements, and equipment.

County means Santa Rosa County, a political subdivision of the State of Florida.

County Administrator means the County Administrator of Santa Rosa County, Florida, or the County official that the County Administrator may designate to administer the various provisions of this Ordinance.

Feepayer means a person commencing a land development activity by applying for the issuance of a building permit to construct a residential unit or to install a mobile home.

Low-income persons means one or more natural persons, the total adjusted gross household income of whom does not exceed eighty percent (80%) of the median adjusted gross income for households within the metropolitan statistical area covering the County, as reported by the United States Department of Housing and Urban Development or its governmental successor in function.

Owner means the natural person, corporation, partnership, incorporated association, or other similar entity holding legal title to the real property upon which a residential unit is to be built or installed.

Residential unit means any building or structure or portion thereof, or any mobile home, that is designed for or used for residential purposes by a single housekeeping unit.

School Board means The School Board of Santa Rosa County, Florida, that, in accordance with the provisions of Article IX, Section 4(b), of the State Constitution, shall operate, control, and supervise all free public schools in its district and may exercise any power except as expressly prohibited by the State Constitution or general law.

Superintendent means the Superintendent of Schools for the School District of Santa Rosa County, Florida, elected in accordance with the provisions of Article IX, Section 5, of the State Constitution, or the School District official that the Superintendent may designate to administer the various provisions of this Ordinance.

Very-low-income persons means one or more natural persons, the total adjusted gross household income of whom does not exceed fifty percent (50%) of the median adjusted gross income for households within the metropolitan statistical area covering the County, as reported by the United States Department of Housing and Urban Development or its governmental successor in function.

SECTION 4. IMPOSITION OF FEE.

Except as provided in Section 9 of this Ordinance, any person who, after the effective date of this ordinance, seeks to make any improvement to land by applying for a building permit for a residential unit or to install a mobile home used for residential purposes shall be required to pay an educational facilities impact fee in the amount set forth in this article. No such building permit shall be issued unless and until the educational facilities impact fee imposed by this Ordinance has been paid pursuant to Section 6.

SECTION 5. FEE SCHEDULE.

(a) The amount of the educational facilities impact fee imposed as provided in this Ordinance shall be determined by the following fee schedule:

SCHEDULE OF EDUCATIONAL FACILITIES IMPACT FEES

<u>Land Use Type</u>	<u>Impact Fee Per Unit</u>
Single Family	\$5,000
Mobile Home	\$4,000
Multi-Family	\$2,750

(b) If the type of residential development activity for which a building permit is applied is not specified on the above fee schedule, the County Administrator, in consultation with the Superintendent, shall use the fee applicable to the most nearly comparable type of land use on the schedule.

SECTION 6. PAYMENT OF FEES; CREDITS.

(a) The person applying for the issuance of a building permit for a residential unit shall pay the fee to the County Administrator prior to the issuance of a building permit.

(b) In lieu of all or part of an educational impact fee payable pursuant to this Ordinance, the School Board may accept an offer of a feepayer to dedicate or convey land to the School Board for school sites. If the School Board accepts such an offer, it shall so inform the County Administrator, who shall credit the amount indicated by the School Board against the sum otherwise due. Except as provided in subsection (c) of this Section, the fee or portion thereof satisfied by the dedication or conveyance shall be deemed paid when the dedication or conveyance has occurred pursuant to the following procedure:

(1) The delivery to the School Board of a title insurance commitment, to insure the property in a sum to be agreed upon by the Board.

(2) The delivery to the School Board of a deed, with sufficient funds to pay all costs of transfer of title including recording.

(3) The escrow of real property taxes for the current year, pursuant to Section 196.265, Florida Statutes, as the same may be amended, or the payment of the taxes for the year.

(4) The issuance of a title insurance policy subsequent to recording of the deed and escrow or payment of real property taxes.

(c) Notwithstanding the procedure set forth in subsection (b) of this Section, the educational impact fee credit allowed for property that is the subject of an impact fee agreement between the School Board and the feepayer or the feepayer's predecessor in interest shall be determined as provided in such agreement.

(d) Pursuant to Section 380.06(5), Florida Statutes, the value of educational capital facilities required pursuant to a County-approved development order shall be credited against the educational facilities impact fee.

(e) Credit for contributions, payments, construction, or dedications of the educational facilities impact fee shall not be transferable as a credit against any other impact fee levied for purposes other than for educational facilities. No credit shall exceed the amount due for the educational facilities impact fee.

(f) If an educational facilities impact fee is owed by a feepayer for any residential unit in the County, no building permit of any type may be issued to that feepayer for any residential building or structure in the County while the fee remains unpaid. The County Administrator, in

consultation with the Superintendent, may authorize the initiation of any action as permitted by law or equity to collect the unpaid fees.

(g) The County retains the right independently to determine the amount of credit to be recommended by securing other engineering and construction cost estimates or property appraisals for the proposed land dedication. In every case, educational facilities impact fee credits must be calculated so as to be consistent with the provisions of Section 163.31801, Florida Statutes.

SECTION 7. USE OF FUNDS COLLECTED.

(a) The funds collected by the County under this Ordinance shall be remitted at least monthly to the School Board. The County as the collecting governmental unit shall be entitled to retain up to but not more than three percent (3%) of the funds collected, not to exceed actual costs, to compensate for the administrative expense of collecting and administering this Ordinance.

(b) The funds collected and transmitted to the School Board shall be segregated from other School Board funds, in a separate accounting fund, and spent solely on capital improvements to the educational facilities necessitated by new development consistent with the provisions of Section 163.31801, Florida Statutes, and shall not be used for any expenditure needed to eliminate existing deficiencies or that would be classified as a maintenance or repair expense. At least every three (3) years, the School Board shall submit to the County a report summarizing all expenditures of funds and demonstrating that all expenditures comply with requirements of Florida law. The first report shall be due three (3) years from the effective date of this Ordinance.

(c) Audits of the financial statements of the School Board that are performed by a certified public accountant pursuant to Section 218.39, Florida Statutes, and submitted to the Florida Auditor General shall include an affidavit signed by the chief financial officer of the School Board stating that the School Board has complied with Section 163.31801, Florida Statutes.

(d) The Board of County Commissioners and the School Board will enter an appropriate interlocal agreement to provide for the collection of fees imposed and to ensure proper use of the funds collected pursuant to this Ordinance. The interlocal agreement will include provisions whereby the School Board agrees (i) to indemnify and hold the County and its officers and employees harmless from and against all liability, claims and suits, costs, and attorneys' fees in any manner connected with this Ordinance or any future amendment of successor ordinance, unless caused by the sole negligence of the County, (ii) to provide any legal defense necessary at no cost to the County or its officers or employees, and (iii) to pay any refund of educational facilities impact fees as may be ordered by any court or agreed to by the School Board, solely at the expense of the School Board.

SECTION 8. REFUND OF FEES PAID.

(a) If a building permit expires and no certificate of occupancy has been issued, then the fee payer, his or her heirs, successors or assigns, shall be entitled to a refund of the portion of the impact fee paid in cash and remitted to the School Board as a condition for its issuance, except that the School Board shall retain up to three percent (3%) of the fee, not to exceed actual costs, to offset the costs of processing the refund. This administrative fee is in addition to the three percent (3%) retained by the County as the collecting government entity in accordance with Section 7(a) of this Ordinance. In order to receive a refund from impact fees paid on or after the effective date of this Ordinance, the request must be made within three (3) years of when the permit expired.

(b) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten (10) years from the date the educational facilities impact fee was paid shall, upon application of the fee payer, be returned to with interest at the rate of three percent (3%) per annum, upon application of the fee payer within 180 days of that date.

SECTION 9. EXEMPTIONS.

(a) The following shall be exempted from payment of the educational facilities impact fee:

(1) The construction of a non-residential building or structure.

(2) Alteration or expansion of an existing residential building where no additional residential unit is created and where the use is not changed.

(3) The construction of accessory buildings or structures that will not produce additional living units.

(4) The replacement of an existing lawfully permitted residential land use unit with a new unit of the same type and use provided that no additional living unit will be produced.

(5) The construction of residential units in subdivisions, mobile home or manufactured housing parks, and multi-family dwellings that are operated as a community for older persons, in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C., Sections 3601 through 3619, that also prohibit persons under the age of eighteen (18) years from residing within the residential units on the property as a permanent resident. This restriction must be evidenced by a recorded declaration of enforceable covenants and restrictions that are not subject to revocation or amendment for a period of at least thirty (30) years from the date of recording. The covenants and restrictions must run with the land.

(6) Subject to the availability of School Board funds to pay for each exemption, any residential unit that qualifies as affordable housing and meets the following requirements:

A. Any feepayer seeking an affordable housing exemption shall file with the Superintendent an application for exemption prior to receiving a building permit for the proposed residential unit. The application for exemption shall contain the following:

1. The name and address of the owner;

2. The legal description of the residential unit;

3. The proposed selling price or the proposed rental price, as applicable, of the residential unit; and

4. Evidence that the residential unit shall be occupied by low-income persons or very-low-income persons, including the form of restrictions to be contained within the deed as required by Section 9(a)(6)B of this Ordinance.

B. For a residential unit to receive an affordable housing exemption, it must meet all of the restrictions of affordable housing as provided in this Ordinance and these restrictions must continue for a period of at least eight (8) years from the date of issuance of a certificate of occupancy for the residential unit. Such restrictions must be contained within the deed for the residential unit.

C. If the residential unit meets the requirements for an affordable housing exemption, the Superintendent shall issue a written exemption to the feepayer. The exemption shall be presented to the County upon application for a building permit for the residential unit and in lieu of payment of the educational facilities impact fee.

D. The amount of the educational facilities impact fee shall not be increased to replace any revenue lost due to the affordable housing exemption.

E. In the event the residential unit fails to meet the restrictions of affordable housing as provided in this Ordinance at any time within the eight (8) year period following issuance of the certificate of occupancy such that the property no longer qualifies as affordable housing and is no longer occupied by low-income persons or very-low-income persons, the educational facilities impact fee in effect at the time of the change in circumstances shall be due and the provisions of Section 6(f) of this Ordinance shall apply.

(b) An exemption must be claimed by the feepayer at the time of the issuance of a building permit for a residential unit. Any exemption not so claimed shall be deemed waived by the feepayer.

SECTION 10. APPEALS.

(a) Any decision made by the County Administrator or the Superintendent in the course of administering the provisions of this Ordinance may be appealed to the School Board by filing a petition of appeal within thirty (30) calendar days of the date of the rendition of the decision.

(b) The School Board shall review the petition at a public meeting within thirty (30) calendar days from the date of appeal of the County Administrator's or Superintendent's decision. The petitioner shall be provided reasonable notice of the time, date, and place of the public meeting by certified mail, return receipt requested, and invited to attend. Testimony at the public meeting shall be limited to ten (10) minutes per side, unless an extension of time is granted by the School Board. The School Board's decision shall be final for the purpose of administrative appeals.

(c) The School Board shall revoke the decision of the County Administrator or the Superintendent only if there is competent, substantial evidence in the record that the decision fails to comply with this Ordinance.

SECTION 11. CONFLICTS OF LAW. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

SECTION 12. SEVERABILITY. The provisions of this Ordinance shall be deemed to be separate and independent of all other provisions herein and if any provision of this Ordinance is declared invalid or void for any reason, the validity thereof shall not affect the remaining provisions of this Ordinance.

SECTION 13. CODIFICATION. The provisions of this Ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this Ordinance may be renumbered or re-lettered, and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase, to accomplish codification.

SECTION 14. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed in the office of the Secretary of State within ten (10) days after enactment, and this Ordinance shall take effect (a) upon receipt of official acknowledgment from that office that said Ordinance has been filed, or (b) ninety (90) days after provision of the notice required by Section 163.31801, Florida Statutes, whichever last occurs.

PASSED AND ADOPTED by a vote of ___ yeas, ___ nays, and ___ absent of the board of County Commissioners of Santa Rosa County, Florida, on the ___ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: _____
W. D. "Don" Salter, Chairman

ATTEST:

Donald C. Spencer, Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and sent electronically to the Secretary of State of Florida, on this ___ day of _____, 2020.

Donald C. Spencer, Clerk of Court

This instrument prepared by (and return to):

Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950
(772) 464-1032 Ext. 1010

INTERLOCAL AGREEMENT CONCERNING EDUCATIONAL FACILITIES IMPACT FEES

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, by and between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, by and through the Board of County Commissioners (“County”), and **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“School Board”), providing for the School Board’s participation in the County’s educational facilities impact fee program.

PRELIMINARY STATEMENT

- A.** The County has adopted an educational facilities impact fee ordinance (“Ordinance”) to be effective _____, 2020; and
- B.** The education facilities impact fee is to be effected and collected within the entire County, including areas within the boundaries of all incorporated municipalities in the County; and
- C.** The School Board is to be the ultimate recipient and user of educational facilities impact fee funds, except such portion of the funds as may be retained by the County to compensate the County for the administrative expense of collecting and administering the Ordinance.

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties, the County and the School Board agree as follows:

- 1. Recitations; Authority.**
 - a. The recitations and findings set forth in the above Preliminary Statement are true and correct and are incorporated by reference.
 - b. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.
 - c. The parties agree that the Ordinance shall be effective within all unincorporated areas of the County and within the boundaries of all incorporated municipalities in the County unless this Agreement is terminated as hereinafter provided.
- 2. County Responsibilities.** The County agrees:

a. To collect the applicable educational facilities impact fee as specified in the Ordinance prior to issuing any building permit to construct a residential unit (as defined in the Ordinance), or install any mobile home within the County, and to decline to issue any residential building permit to a feepayer who owes unpaid educational facilities impact fees for any residential unit in the County.

b. To remit to the School Board all funds collected as educational facilities impact fees with the exception of three percent (3%) of the funds collected, not to exceed actual costs, which amount shall be retained by the County as a fee for the administrative expense of collecting and transmitting the funds. The County shall remit the collected funds monthly to the School Board, with payment being made to the School Board by the 15th day of the following month.

c. To notify the Superintendent of Schools for Santa Rosa County or the Superintendent's designee of any application for educational facilities impact fee refund received by the County.

d. To notify the Superintendent of Schools for Santa Rosa County or the Superintendent's designee when a developer in the County, in lieu of paying all or part of the educational facilities impact fee, offers to dedicate or convey land to the School Board for a school site that would be eligible for credit under the Ordinance.

3. School Board Responsibilities. The School Board agrees:

a. To provide to the County such administrative procedures and administrative assistance in setting up bookkeeping and other accounting procedures as may be necessary for the County to collect the educational facilities impact fee.

b. To maintain all records of the educational facilities impact fee, including name, address, and amount paid for each building permit issued by the County as furnished by the County as the collecting agency, including maintaining all funds received from the County segregated from other School Board funds, in a separate accounting fund, and spent solely on capital improvements to the educational facilities necessitated by new development consistent with the provisions of Section 163.31801, Florida Statutes, and not used for any expenditure needed to eliminate existing deficiencies or that would be classified as a maintenance or repair expense.

c. To indemnify and hold the County and its officers and employees harmless from and against all liability, claims and suits, costs, and attorneys' fees in any manner connected with this or any future amendment or successor ordinance including but not limited to any suit or legal action brought to contest (i) the validity of the Ordinance, (ii) the administration of the Ordinance, (iii) the amount of any educational facilities impact fee imposed pursuant to the Ordinance, (iv) the appropriateness of the use and expenditure of the educational facilities impact fee funds, or (v) any other matter connected with the Ordinance or any future amendment or successor ordinance, unless caused by the sole negligence of the County. The School Board agrees to provide any legal defense necessary at no cost to the County or its officers or employees. Should any court order any refund of any educational facilities impact fee or should any refund be agreed to by the School Board, such refund shall be paid solely by the School Board.

d. To provide the County, upon request, financial reports and information showing the amount of educational facilities impact fees collected by the County and remitted to the School Board.

4. Proposed Dedications for Credit Against Fees. The School Board shall have the final authority pursuant to the Ordinance as to whether to accept an offer by a developer to dedicate or convey land to the School Board for a school site in lieu of payment of all or part of the educational facilities impact fee.

5. Final Administrative Authority. Nothing in this Agreement is intended to deprive the County of final administrative authority to determine whether the School Board's use and expenditure of impact fee monies collected pursuant to the Ordinance are for capital improvements to the educational facilities necessitated by new development consistent with the provisions of Section 163.31801, Florida Statutes, provided, however, that any such determination by the County shall be subject to indemnification by the School Board as provided in paragraph 3.c of this Agreement.

6. Entire Agreement. This Agreement embodies the whole understanding of the parties. There is no promise, term, condition, or obligation other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties on the subject matter of this Agreement.

7. Amendment. This Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of Santa Rosa County, Florida.

8. Term; Termination. This Agreement shall be effective beginning _____, 2020. Termination of this Agreement may only occur if (a) both parties agree to the termination, (b) imposition of the educational facilities impact fee is not allowed by state law, (c) upon breach of the Agreement by a party and failure to cure the breach within a reasonable time period not to exceed forty-five (45) days, or (d) by either party upon one-hundred eighty (180) days written notice to the other party. The termination of this Agreement shall not require the School Board to refund any money collected by the County and remitted to the School Board pursuant to this Agreement; and shall not cancel or nullify the School Board's obligations to hold harmless and defend as set forth in paragraph 3.c above.

9. Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

10. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when provided in writing by (a) personal delivery, (b) "next business day" delivery by a nationally recognized overnight delivery service with evidence of delivery, or (c) electronic mail or by facsimile transmission with confirmation of delivery, addressed to the applicable party as follows:

To the County:

With copies to:

To the School Board:

With copies to:

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

11. Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.

12. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

13. Filing; Effective Date. This Agreement shall be filed with the Clerk of the Circuit Court of Santa Rosa County, Florida, prior to its effectiveness. This Agreement shall be effective upon the later of (a) the date of filing with the Clerk of the Circuit Court or (b) the effective date of the Ordinance.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

**BOARD OF COUNTY COMMISSIONERS
OF SANTA ROSA COUNTY, FLORIDA**

Attest:

Donald C. Spencer, Clerk of Court

By: _____
W. D. "Don" Salter, Chairman

Date: _____, 2020

Approved as to form and correctness:

Roy Andrews
Santa Rosa County Attorney

**THE SCHOOL BOARD OF SANTA
ROSA COUNTY, FLORIDA**

Attest:

Timothy Wyrosdick, Superintendent and
Ex Officio Secretary

By: _____
Print Name: _____
Chairman

Date: _____, 2020

Approved as to form and correctness:

Paul R. Green
General Counsel to The School Board of
Santa Rosa County, Florida