

Drawn to:
Joyce Bradley
22

CS-05-25

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FERNANDINA BEACH, FLORIDA
AND
THE TOWN OF CALLAHAN, FLORIDA
AND
THE TOWN OF HILLIARD, FLORIDA
AND
NASSAU COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF NASSAU COUNTY, FLORIDA

This Interlocal Agreement, made and entered into by and among NASSAU COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), THE CITY OF FERNANDINA BEACH, FLORIDA (hereinafter "FERNANDINA BEACH"), THE TOWN OF CALLAHAN, FLORIDA (hereinafter "CALLAHAN"), THE TOWN OF HILLIARD, FLORIDA (hereinafter "HILLIARD"), and THE SCHOOL BOARD OF NASSAU COUNTY, FLORIDA (hereinafter "SCHOOL BOARD").

WHEREAS, the School Board has developed a long-range capital outlay needs assessment, establishing those needs on the basis of population growth projections for Nassau County, Florida; and

WHEREAS, the School Board has determined that it has insufficient existing capital outlay funding to meet its projected capital outlay needs, which are driven by growth in Nassau County, Florida; and

INSTR # 200530981
OR BK 01344 PGS 0733-0754
RECORDED 08/23/2005 01:27:21 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 188.50

WHEREAS, the School Capacity Solution Committee, consisting of representatives of the Nassau County School Board, representatives of the Board of County Commissioners, representatives of the Northeast Florida Regional Council, developers, engineers, builders and owners of residential real estate properties, held public meetings to cooperate in developing a solution for the deficiencies in school capacity, which are expected to occur as the population grows; and

WHEREAS, the School Capacity Solution Committee, by consensus, established that it would best serve the public interest to have a solution for the projected deficiencies which is reasonable, uniformly applied, and implemented at the time building permits are issued for residential dwellings; and

WHEREAS, the members of the School Capacity Solution Committee agreed to participate in the development of such a solution; and

WHEREAS, it was the consensus of the School Capacity Solution Committee that the Nassau County School Board could elect to independently address projected school capacity deficiencies by requesting that the Nassau County Board of County Commissioners adopt a school

impact fee schedule as authorized by Nassau County Ordinance No. 87-17, as amended; and

WHEREAS, the Nassau County School Board contracted with Fishkind & Associates, Inc., an economic consulting firm, to conduct a school capacity financing analysis to examine and determine alternative means of funding deficiencies in school capacity; and

WHEREAS, the Nassau County School Board and the Nassau County Board of County Commissioners have jointly met in public meetings and have considered and reviewed the Nassau County School Board's funding deficiencies in school capacity including the implementation of school impact fees; and

WHEREAS, the implementation of education/school impact fees upon all new residential development in Nassau County would equitably assess part of the funding needs for future capital outlay against the population growth, which necessitates said future capital outlay; and

WHEREAS, Ordinance 87-17, Section 1. Findings and Declarations, (10), which originally adopted impact fees for Nassau County, including an education impact fee, indicated that the amount of the education impact fee was

to be stated as zero (0). It further stated that upon receipt of a study to be conducted by the School Board, and consequent recommendation, as well as the holding of a public hearing or hearings on said study, that the Nassau County Board of County Commissioners would evaluate the study and the fee schedule. This proposed Amendment to Ordinance 87-17 fulfills these requirements by providing the required information and process; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the citizens of Nassau County to further amend Ordinance 87-17, as amended; and

WHEREAS, the Board of County Commissioners held a Public Hearing(s) on Monday, July 25, 2005, on the Amendment to the Impact Fee Ordinance for Educational Impact Fees; and

WHEREAS, the County has adopted Ordinance 2005-56 on July 25, 2005 which amends Ordinance 87-17 and imposes an Educational Impact Fee amount on all new residential development; and

WHEREAS, the parties to this Agreement have determined that it would be equitable to fund the cost of educational facilities for new population growth in the

County and Municipalities through the establishment of a county-wide Educational Impact Fee; and

WHEREAS, the parties to this Agreement wish to establish the basic understanding for the administration of the Educational Impact Fee;

NOW, THEREFORE, in consideration of the mutual covenants herein, the County, Fernandina Beach, Callahan, Hilliard and the SCHOOL BOARD agree as follows:

1. This Agreement is entered into pursuant to 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and pursuant to the constitutional and statutory powers and obligations of the COUNTY, SCHOOL BOARD, FERNANDINA BEACH, CALLAHAN, and HILLIARD.
2. The COUNTY shall:
 - (a) Collect the impact fee throughout the COUNTY as specified in the Ordinance with the exception of those areas situated within the city limits of FERNANDINA BEACH, and the town limits of CALLAHAN AND HILLIARD.

- (b) Place all impact fees collected or received by the COUNTY pursuant to the Ordinance in an interest bearing account.
- (c) Remit to the SCHOOL BOARD quarterly all impact fees collected or received by the COUNTY pursuant to the ordinance, together with interest earned thereon. The education impact fee amount transferred by the COUNTY to the SCHOOL BOARD shall be reduced by a sum of five percent (5%), reflecting the administrative cost to the COUNTY and five percent (5%) reflecting the administrative cost to the Clerk of the Court. Administrative costs retained by the County shall be deposited to the appropriate County fund(s).
- (d) Maintain and provide to the SCHOOL BOARD, at the time of remittance of impact fees collected, records thereof. Said records shall be in sufficient detail for the SCHOOL BOARD to identify the date collected, the benefit district, the particular payor and residential address,

and parcel # for which the impact fees are being paid.

3. The COUNTY hereby authorizes FERNANDINA BEACH, CALLAHAN AND HILLIARD to administer the collection and disbursement to the SCHOOL BOARD of the impact fees within their respective geographical jurisdictional limits in accordance with the ordinance.

4. FERNANDINA BEACH shall:

(a) Designate to the County Administrator of the COUNTY and to the Superintendent of Schools for the Nassau County School District, the city official who will be responsible for collecting, receiving and remitting the impact fees specified in the ordinance.

(b) Collect the impact fee within the city limits as specified in the ordinance.

(c) Place all impact fees collected or received by FERNANDINA BEACH pursuant to the Ordinance in an interest bearing and/or non-interest bearing account.

(d) Remit to the SCHOOL BOARD monthly all impact fees collected or received by FERNANDINA BEACH pursuant to the ordinance. FERNANDINA BEACH shall not charge an administrative fee to collect and remit the education impact fees to the SCHOOL BOARD and in exchange for this concession, FERNANDINA BEACH will not be required to place the education impact fees collected in an interest bearing account and therefore remit any interest earned to the SCHOOL BOARD.

(e) Maintain and provide to the SCHOOL BOARD, at the time of remittance of impact fees collected, records thereof. Said records shall be in sufficient detail for the SCHOOL BOARD to identify the date collected, the benefit district, the particular payor and residential address, and parcel ID# for which the impact fees are being paid.

5. CALLAHAN shall:

- (a) Designate to the County Administrator of the COUNTY and to the Superintendent of Schools for the Nassau County School District the town official who will be responsible for collecting, receiving and remitting the impact fees specified in the ordinance.
- (b) Collect the impact fee within the town limits as specified in the ordinance.
- (c) Place all impact fees collected or received by CALLAHAN pursuant to the Ordinance in an interest bearing account.
- (d) Remit to the SCHOOL BOARD quarterly all impact fees collected or received by CALLAHAN pursuant to the ordinance, together with interest earned thereon. The education impact fee amount transferred by CALLAHAN to the SCHOOL BOARD shall be reduced by a sum of three percent (3%), reflecting the administrative cost to CALLAHAN. . Administrative costs retained by Callahan shall be deposited to the appropriate Municipal fund(s).

(e) Maintain and provide to the SCHOOL BOARD, at the time of remittance of impact fees collected, records thereof. Said records shall be in sufficient detail for the SCHOOL BOARD to identify the date collected, the benefit district, the particular payor and residential address, and parcel ID# for which the impact fees are being paid.

6. HILLIARD shall:

(a) Designate to the County Administrator of the COUNTY and to the Superintendent of Schools for the Nassau County School District the town official who will be responsible for collecting, receiving and remitting the impact fees specified in the ordinance.

(b) Collect the impact fee within the town limits as specified in the ordinance.

(c) Place all impact fees collected or received by HILLIARD pursuant to the Ordinance in an interest bearing account.

(f) Remit to the SCHOOL BOARD quarterly all impact fees collected or received by HILLIARD pursuant to the ordinance, together with interest earned thereon. The education impact fee amount transferred by HILLIARD to the SCHOOL BOARD shall be reduced by a sum of three percent (3%), reflecting the administrative cost to HILLIARD. . Administrative costs retained by the Hilliard shall be deposited to the appropriate Municipal fund(s).

(d) Maintain and provide to the SCHOOL BOARD, at the time of remittance of impact fees collected, records thereof. Said records shall be in sufficient detail for the SCHOOL BOARD to identify the date collected, the benefit district, the particular payor and residential address, and parcel ID# for which the impact fees are being paid.

7. It is acknowledged that the impact fees are being imposed solely by the COUNTY. FERNANDINA BEACH, CALLAHAN and HILLIARD are acting only as

collection entities under the ordinance. FERNANDINA BEACH, CALLAHAN and HILLIARD acknowledge that they are required by law to collect the impact fees imposed by the Ordinance on new residential development, as defined in the ordinance, occurring within their respective city and town limits, and to do so in compliance with the various requirements of the ordinance, including the requirements specifying the time, manner and amount of impact fee collection. Other than to perform those duties specifically set forth herein and in the ordinance, FERNANDINA BEACH, CALLAHAN and HILLIARD have no responsibility in respect to the imposition, expenditure or refund of the impact fees.

8. The SCHOOL BOARD shall:

(a) Receive impact fees remitted to it by the COUNTY, FERNANDINA BEACH, CALLAHAN and HILLIARD.

(b) Establish a separate Educational Impact Fees Trust Account to be maintained by the School Board. Impact Fees received by the

School Board Finance Department shall be placed in this Educational Impact Fee Trust Fund, which shall be an interest bearing account. Interest earned in such fund shall be used solely for educational facility projects pursuant to Ordinance 2005-56.

- (c) Provide an Annual Financial Report to the COUNTY, FERNANDINA BEACH, CALLAHAN and HILLIARD, pursuant to Ordinance 2005-56.
- (d) Give the COUNTY, FERNANDINA BEACH, CALLAHAN and HILLIARD, through their elected representatives and a public hearing process, the opportunity to provide input into the annual development of the School Board's Capital Improvement Program with regard to educational facilities and the expenditure of Education Impact Fees.
- (e) Expend and refund impact fees remitted to it only for the purposes and manners authorized by the ordinance.
- (f) Defend, indemnify and hold the COUNTY, FERNANDINA BEACH, CALLAHAN and HILLIARD

harmless should any suit or legal action be brought to contest the validity of the Ordinance or its implementation, the collection of the impact fees, or the validity of the expenditure or refund by the SCHOOL BOARD of impact fee funds. The SCHOOL BOARD further agrees to provide all necessary legal defenses at no cost to the COUNTY, FERNANDINA BEACH, CALLAHAN and HILLIARD and to pay any refund required by Court order or settlement, provided the funds to be refunded have already been remitted to the SCHOOL BOARD. The obligations of the SCHOOL BOARD pursuant to this subparagraph do not apply to any litigation arising as a result of or in connection with breach of this Agreement or negligence on the part of any party to this Agreement other than the SCHOOL BOARD.

9. The County Administrator for NASSAU COUNTY, the City Manager for FERNANDINA BEACH, the Town Clerk for CALLAHAN, the Town Clerk for HILLIARD, and the Superintendent of Schools for the SCHOOL BOARD shall be responsible for notifying the other parties, in writing,

as to any proposed changes to this Agreement or any proposed termination of this Agreement. Written notification shall be sent by United States mail or by hand delivery to the addresses presented below.

County Administrator
NASSAU COUNTY, FLORIDA
96160 Nassau Place
Yulee, Florida, 32097

City Manager
CITY OF FERNANDINA BEACH, FLORIDA
204 Ash Street
Fernandina Beach, Florida 32034

Town Clerk
TOWN of CALLAHAN, FLORIDA
P. O. Box 5016
Callahan, Florida 32011

Town Clerk
TOWN of HILLIARD, FLORIDA
P. O. Box 249
Hilliard, Florida 32046

Superintendent of Schools
SCHOOL BOARD OF NASSAU COUNTY, FLORIDA
1201 Atlantic Avenue
Fernandina Beach, Florida 32034

10. This Agreement may only be modified by written Agreement approved and executed in a manner consistent with this Agreement by all parties to this Agreement.

11. This Agreement may be terminated by any party to this Agreement by providing the other parties to this Agreement 180 days' written notice.

12. This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court for Nassau County, Florida.

13. This Agreement shall become effective the date this Agreement is approved by all of the parties hereto and is filed with the Clerk of the Circuit Court for Nassau County, Florida and shall remain in full force and effect unless terminated by the parties hereto, pursuant to the procedures set forth herein.

14. The parties agree to cooperate fully in the implementation of the ordinance, and to negotiate in good faith such further Agreements as may be necessary to implement the Ordinance or Amendments thereto within their respective jurisdictions.

15. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the

remainder of this Agreement, or the application of such item(s) or provision(s) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of the Agreement shall be deemed valid and enforceable to the extent provided by law.

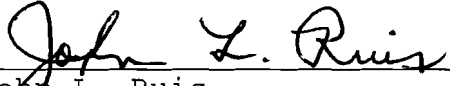
16. The representatives of the COUNTY, FERNANDINA BEACH, CALLAHAN, HILLIARD and the SCHOOL BOARD as set forth herein shall address any dispute arising under this Agreement. Disputes shall be set forth in writing to the opposing party (or parties) with a copy to all the other signatories to this Agreement, and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meeting of representatives. The initial meeting shall be between the representatives of the parties to the disputes, or other matter in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by Agreement as set forth herein, shall be submitted to Mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the parties to the dispute and the cost of mediation shall be borne by the initiating party to the dispute. If any of the parties initiates a

Court proceeding, and the Court orders, or the parties agree to mediation, the cost of mediation shall be borne by the initiator of the court proceeding. This Agreement shall remain in full force during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.


17. The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement shall be held in Nassau County.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the COUNTY, FERNANDINA BEACH, CALLAHAN, HILLIARD and the SCHOOL BOARD on this 23rd day of August, 2005.

ATTEST:

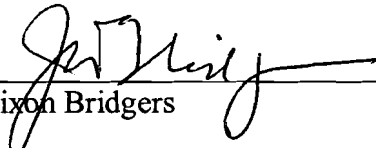


John L. Ruis
Superintendent of Schools
Nassau County



Muriel Creamer
School Board Chairman
Nassau County

Approved as to form by the
Nassau County School Board Attorney



Dixon Bridgers

CITY OF FERNANDINA BEACH, FLORIDA


BY: Ken Walker
KEN WALKER
COMMISSIONER-MAYOR

ATTEST: Cassandra P. Mitchell
CASSANDRA P. MITCHELL
CITY CLERK

Approved as to form and legality for the
Use and reliance of the City of Fernandina
Beach only.

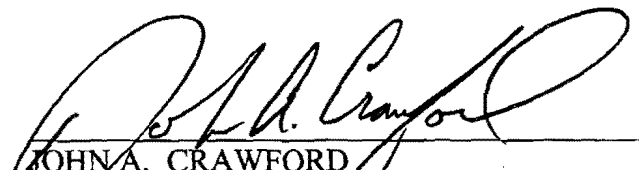
Debra A. Braga
DEBRA A. BRAGA
CITY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

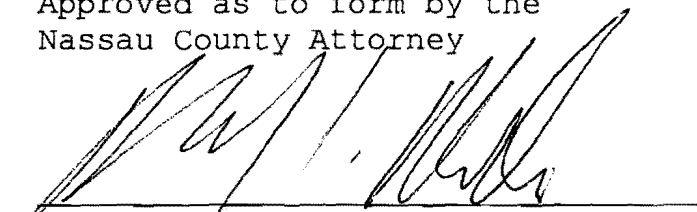

ANSLEY ACREE, CHAIRMAN

Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: EX-OFFICIO CLERK

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

TOWN OF CALLAHAN

Shirley Graham
SHIRLEY GRAHAM, MAYOR

Cleo Horne
CLEO HORNE, TOWN CLERK

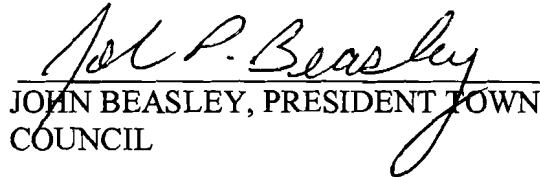
Approved as to form by the
~~Nassau County~~ Attorney
Callahan Town

Jim Barkham
JEB BARKHAM TOWN ATTORNEY

TOWN OF HILLIARD

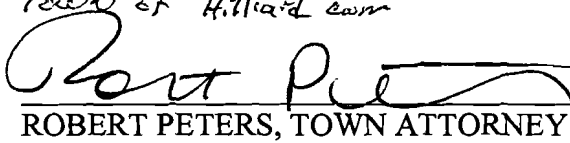


LISA PURVIS, TOWN CLERK



JOHN BEASLEY, PRESIDENT TOWN COUNCIL

Approved as to form by the
Nassau County Attorney
TOWN OF Hilliard Conn



ROBERT PETERS, TOWN ATTORNEY



DAVID BUCHANAN, MAYOR