

SECOND AMENDED SCHOOL IMPACT FEES INTERGOVERNMENTAL AGREEMENT
BETWEEN PASCO COUNTY, FLORIDA, THE CITIES OF DADE CITY, NEW PORT RICHEY, PORT RICHEY, ZEPHYRHILLS, SAN ANTONIO AND THE TOWN OF ST. LEO, AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

THIS SECOND AMENDED INTERGOVERNMENTAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida; (the “County”); the Cities of Dade City, New Port Richey, Port Richey, Zephyrhills, San Antonio and the Town of St. Leo, municipal corporations existing under the laws of the State of Florida, (the “Cities”/“Town” or “City”); and the District School Board of Pasco County, a body corporate existing under the laws of the State of Florida (the “School Board”).

WHEREAS, Pasco County continues to experience rapid growth generated by new residential construction and the accompanying increase in public school enrollment leading to overcrowded public school facilities in the Pasco County School District, which includes all of incorporated and unincorporated Pasco County; and

WHEREAS, in 2001 the County adopted Ordinance No. 01-06, the School Impact Fee Ordinance, codified in the Pasco County Code of Ordinances in Chapter 78, Article II, which requires new residential construction to contribute its fair share of the cost of public school facilities necessitated by such new residential construction by the payment of School Impact Fees (“School Impact Fees”); and

WHEREAS, the County, Cities/Town and School Board entered into an Intergovernmental Agreement dated April 3, 2001, which required the Cities/Town to also collect School Impact Fees; and

WHEREAS, in 2005 the School Board ~~has~~ adopted ~~at~~ the School Impact Fee Update Report, ~~dated February 4, 2005, by TischlerBise,~~ and the County has requested that the County amended the School Impact Fee Ordinance to increase the School Impact Fees based on the 2005 School Impact Fee Update Report accordingly (“2005 School Impact Fee Increase”); and

WHEREAS, the County, Cities/Town and School Board entered into an Amended Intergovernmental Agreement dated June 7, 2005, which required the Cities/Town to collect the 2005 School Impact Fee Increase; and

WHEREAS, subsequent to the 2005 School Impact Fee Increase, the County codified the School Impact Fee Ordinance and the collection of School Impact Fees into Sections 1302.1 and 1302.3 of the Pasco County Land Development Code; and

WHEREAS, as reflected in a 2017 School Impact Fee Update Report prepared and adopted by the School Board, the costs associated with providing public school facilities continues to increase and the County will adopt ~~an~~ amendments to Sections 1302.1 and 1302.3 of the Pasco County Land Development Code ~~Amendment to Chapter 78, Article H~~ increasing the amount of School Impact Fees ~~amount,~~ necessitating this amendment to the Amended ~~original~~ Intergovernmental Agreement dated June 7, 2005 ~~April 3, 2004~~; and

WHEREAS, the School Impact Fees shall continue to be imposed and collected throughout Pasco County, including both the unincorporated area and within the boundaries of the Cities/Town; and

WHEREAS, the parties to this Second Amended Intergovernmental Agreement (“Agreement”) reaffirm their cooperation to utilize their individual powers to provide for

county-wide procedures for the imposition, calculation, collection, administration and expenditure of ~~s~~School ~~i~~Impact ~~f~~Fees imposed on new residential construction to assist the public in complying with the school impact fee requirements in Sections 1302.1 and 1302.3 of the Pasco County Land Development Code, as may be amended from time to time~~the Amendments to Chapter 78, Article II, (“School Impact Fee Regulations”)~~County Ordinance²).

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. The foregoing Whereas clauses are incorporated herein.
2. This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, contained in Section 163.01, ~~of the~~ Florida Statutes. This Agreement shall be filed with the Clerk of the Circuit Court of Pasco County upon its adoption by the parties.
3. The Cities/Town hereby agree to continue to assist and cooperate with the County in the collection of the School Impact Fees in accordance with the School Impact Fee Regulations~~County Ordinance~~, within the boundaries of the Cities/Town as follows:
 - (a) The Cities/Town acknowledge the effectiveness of the School Impact Fee Regulations~~County Ordinance~~ on the Cities/Town and agree to collect the school impact fees due on new residential construction as set forth and as required in the School Impact Fee Regulations~~Amended School Impact Fee Schedule as found in Section 78-81 of the County Ordinance~~.

(b) The Cities/Town agree that (i) proposed developments or subdivisions located within the Cities/Town that intend to provide housing for persons who are fifty-five (55) years of age or older, and that intend to seek a waiver of School Impact Fees, shall be reviewed by the County for compliance with Section 1302.1.D. of the School Impact Fee Regulations; (ii) any interpretations of the School Impact Fee Regulations shall be rendered exclusively by the County Administrator, or the County Administrator's designee for the School Impact Fee Regulations; and (iii) any appeals of such interpretations, or requested relief from the School Impact Fee Regulations, shall be processed exclusively by the County in accordance with Section 407 of the Pasco County Land Development Code, as may be amended from time to time, after consultation with, and participation by, the School Board Superintendent, or designee.

(c) Requests for independent fee calculations and school impact fee credits pursuant to Sections 1302.1.E and 1302.1.F. of the School Impact Fee Regulations shall be determined exclusively by the School Board and County consistent with the School Impact Fee Regulations and other intergovernmental agreements between the School Board and County.

(d) Requests for school impact fee refunds pursuant to Section 1302.1.H. of the School Impact Fee Regulations shall be determined exclusively by the School Board.

(e) If the amount of the School Impact Fees is adjusted pursuant to Section 1302.3.B.2. or 1302.3.C.3. of the School Impact Fee Regulations, the School Board or County shall provide a written notice to the Cities/Town that includes (i)

the amounts of the adjusted School Impact Fees, and (ii) the effective date of any adjusted School Impact Fees. The Cities/Town shall have no obligation to implement any adjustment to the School Impact Fees until 30 days after receiving such written notice of the adjustment, or until the effective date of the adjustment, whichever occurs later.

4.(b) The City(s)/Town or County may assess and retain an administration or collection fee not to exceed the City/Town's or County's actual cost of administering and collecting School Impact Fees, as determined by each City, Town or County, ~~1% of the total School Impact Fee~~ to offset the administrative costs of collecting or administering the School Impact Fees. Said administration or collection fee shall be in addition to the School Impact Fees ~~and is non-refundable.~~ The Cities/Town and County shall provide to the School Board an electronic file (csv file) with the fields as shown below that will document all School Impact Fee permits and collections received each month. The electronic file shall be provided to the School Board on or before the 15th of the calendar month following the Cities/Town's or County's collection of this information.

Permit File

<u>Permit Number</u>
<u>Permit Status</u>
<u>Permit Date MMDDYY</u>
<u>Construction Type</u>
<u>Property Owner</u>
<u>Contractor Code</u>
<u>Contractor Name</u>
<u>Lot Number, Street Number, Street Name</u>
<u>Parcel Section, Township, Range, Subdivision, Block, Plot</u>

Receipt File

<u>Permit Number</u>
<u>Account Number</u>
<u>Amount</u>
<u>Receipt Number</u>
<u>Receipt Date MMDDYY</u>
<u>Debit/Credit Code</u>
<u>Voided Receipt Flag</u>

~~4. Such collection method shall remain in effect during each annual renewal term as provided in paragraph 5 unless the City(s)/Town notifies the County in writing prior to the 1st day of June of the selection of an alternative collection option for the next ensuing annual renewal period.~~

5. The ~~initial~~ term of this Agreement shall extend from the date of its execution through June 2027~~06~~. The ~~initial~~ term shall be automatically renewed for additional one-year terms every July 1st unless one party delivers a written notice of termination to other parties prior to January 1st of that year. Termination as to a party(ies) shall not affect the remainder of the parties obligations under this Agreement.

6. All notices and clarifications required under this Agreement and the original and Amended Intergovernmental Agreement ~~adopted by the Board of County Commissioners on April 3, 2001~~, shall be directed to the following officials ~~or successor in that position~~:

For the County: ~~John Gallagher~~, County Administrator
8731 Citizens Dr.~~7530 Little Road~~, Suite 340
New Port Richey, Florida 34654

For the City of ~~Harold Sample~~, City Manager

Dade City:	P.O. Box 1355 Dade City, Florida 33525
For the City of New Port Richey:	J. Scott Miller , City Manager City of New Port Richey 5519 Main Street New Port Richey, Florida 34652
For the City of Port Richey:	Jerry Calhoun , City Manager 6333 Ridge Road Port Richey, Florida 34668
For the City of San Antonio:	Barbara Sessa , City Clerk P.O. Box 75 San Antonio, Florida 33576
For the Town of St. Leo:	Joan Rogers , Town Clerk P.O. Box 2479 St. Leo, Florida 33574
For the City of Zephyrhills:	Steve Spina , City Manager 5335 8 th Street Zephyrhills, Florida 33540
For the School Board:	Heather Fiorentino , Superintendent Pasco County School Board 7227 Land O'Lakes Boulevard Land O'Lakes, Florida 34639

7. In consideration for the County's implementation of the [School Impact Fee Regulations](#)~~County Ordinance~~ and the Cities'/Town's cooperation in the collection of the School Impact Fee as provided in this Agreement, the School Board agrees that it will indemnify and hold the County and the Cities/Town harmless from any loss or damage occasioned by this Agreement or the [School Impact Fee Regulations](#)~~County Ordinance~~, including, but not limited to any loss or damage for any claim arising from the passage, administration or enforcement of the [School Impact Fee Regulations](#)~~County Ordinance~~ or the expenditure or collection of ~~the s~~[School i](#)mpact [F](#)ees [pursuant to the School Impact](#)

Fee Regulations, except for claims relating to the administration or collection fee authorized by paragraph 4. The School Board further agrees to indemnify the County and the Cities/Town for the costs of litigation arising from the School Impact Fee Regulations~~County Ordinance~~ or this Agreement, including attorney's fees, damages, and all other losses, except for litigation relating to the administration or collection fee authorized by paragraph 4. In the event of such litigation, the School Board has the right to hire additional attorneys and otherwise control the litigation. Nothing in this Agreement, however, shall be construed to be a waiver by any party of the rights and protections afforded under the common law doctrine of sovereign immunity or under Section 768.28, Florida Statutes, as may be applicable, including, but not limited to any limitation of liability or limitations as to the amount of recoverable damages available.

8. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the Agreement shall be held in Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9. To the extent of any conflict between the original or Amended Intergovernmental Agreement and this Agreement, this Agreement shall be deemed controlling. Any provisions of the original or Amended Intergovernmental Agreement not modified by this Agreement shall remain in full force and effect.

10. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, such item or provision shall be deemed a separate,

distinct and independent item or provision and such holding shall not effect the remainder of this Agreement, or the further application of such terms or provision, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Pasco County pursuant to Section 163.01(11), Florida Statutes ~~against any party upon the date of execution by such party~~. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart.

IN WITNESS WHEREOF, the County, the Cities/Town, and the School Board have caused this Agreement to be duly executed on behalf of each, on the respective dates set forth below.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS

BY: _____
PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

BY: _____
~~JED PITTMAN,~~
MIKE MOORE ~~PAT MULIERI,~~
Ed. D., CHAIRMAN

DATE: _____

~~APPROVED AS TO LEGAL FORM AND SUFFICIENCY~~
~~Office of the County Attorney~~

By: _____
_____ ~~ATTORNEY~~

[SEAL]

DISTRICT SCHOOL BOARD OF PASCO COUNTY

ATTEST:

Print Name

Title

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for District School Board

[SEAL]

CITY OF DADE CITY

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of Dade City

[SEAL]

CITY OF NEW PORT RICHEY

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of New Port Richey

[SEAL]

CITY OF PORT RICHEY

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of Port Richey

[SEAL]

CITY OF SAN ANTONIO

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of San Antonio

[SEAL]

TOWN OF ST. LEO

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for Town of St. Leo

[SEAL]

CITY OF ZEPHYRHILLS

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of Zephyrhills