

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 8/21/2007

Contract/Lease Control #: C07-1541-PII-112

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award to/Lessee: OKALOOSA COUNTY SCHOOL BOARD

Lessor:

Effective Date: 6/19/2007

Amount: APPROX \$50,000

Term/Expires: INDEFINITE

Description of Contract/Lease: SCHOOL CONCURRENCY REVIEW SERVICES

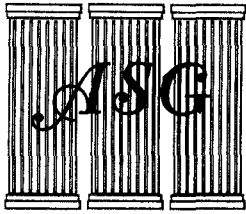
Department Manager: GROWTH MANAGEMENT

Department Monitor: D. MILLER

Monitor's Telephone #: 651-7180

Monitor's Fax #: 651-7706

Date Closed:



ANCHORS ♦ SMITH ♦ GRIMSLEY

A PROFESSIONAL LIMITED COMPANY

ATTORNEYS AND COUNSELORS AT LAW

909 MAR WALT DRIVE, SUITE 1014

FORT WALTON BEACH, FL 32547-6711

(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX

WWW.ASGLEGAL.COM

C. LEDON ANCHORS
JAMES W. GRIMSLEY
MICHELLE ANCHORS
STEVEN B. BAUMAN
W. SCOTT FOSTER *
ANNE M. MCBRIDE
A. BENJAMIN GORDON *
ZACHARY A. VANDYKE
SHIRAZ HOSEIN

* ALSO ADMITTED IN ALABAMA

LAWRENCE KEEFE
SUSAN L. KELSEY
JAMIE M. AVERY
C. JEFFREY MCINNIS
RICHARD P. PETERMANN *
DREW S. PINKERTON **
TIMOTHY W. SHAW

WALTER J. SMITH
1929-2001

** CERTIFIED CRIMINAL TRIAL
LAWYER BY THE FLORIDA BAR
BOARD OF CERTIFICATION

August 16, 2007

Mr. John Christopher
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
602C North Pearl Street
Crestview, FL 32536

Our Client : The School Board of Okaloosa County, Florida
In Re : School Concurrency Review Services Interlocal Agreement

Dear Mr. Christopher:

Please find enclosed a fully executed original of the Interlocal Agreement for School Concurrency Review Services between the School Board of Okaloosa County and the Okaloosa County Board of County Commissioners. We are returning this original to your attention for distribution within the County's administrative system.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

ANCHORS SMITH GRIMSLEY


C. Jeffrey McInnis

CJM/jwe
Enclosure

cc: Rodney Nobles
Teresa Epperson - **Original**
(With enclosure)

**INTERLOCAL AGREEMENT
FOR
SCHOOL CONCURRENCY REVIEW SERVICES**

THIS AGREEMENT is entered into between the Okaloosa County Board of County Commissioners (hereinafter referred to as "County"), and The School Board of Okaloosa County, Florida (hereinafter referred to as "School Board").

WHEREAS, pursuant to Senate Bill 360 and the Interlocal Agreement for Public School Facility Planning dated December 11, 2006 (hereinafter referred to as "Interlocal Agreement"), the School Board, the County and all municipalities within Okaloosa County are required to expand their intergovernmental coordination for the planning of public school facilities and to ensure that sufficient public infrastructure is in place to support the delivery of educational services within designated planning areas; and,

WHEREAS, the County and all of the municipalities within Okaloosa County will be required to adopt a Public School Facilities Element as an amendment to their current comprehensive plans to set forth the level of service standards for public school educational facilities within their respective jurisdictions; and,

WHEREAS, under the terms of the Interlocal Agreement, upon adoption of the comprehensive plan amendments that will provide concurrency standards for public schools, developers will be required to submit to the County and/or to a municipality, as part of their Development Order application, a component for public school concurrency which must be evaluated to confirm available infrastructure for public educational facilities to meet the demand of the proposed development; and,

**CONTRACT: SCHOOL CONCURRENCY
REVIEW SERVICES
CONTRACT NO.: C07-1541-PH-112
OKALOOSA COUNTY SCHOOL BOARD
EXPIRES: INDEFINITE**

WHEREAS, the standards for review of the public school concurrency component shall be those as established in the Interlocal Agreement and other applicable state laws and regulations; and,

WHEREAS, the Okaloosa County Growth Management Department has trained and qualified planning staff who are currently performing concurrency review under the County's comprehensive plan for proposed developments and have the capacity to provide concurrency review for the new public schools element on behalf of the School Board. The concurrency review, if done by County staff, would be completed at the same time that other concurrency reviews are being performed as to County projects and can provide a consistency in the methods and standards of the review process for the public schools facilities element for municipal projects as well.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in order to expedite the public school concurrency review process and to provide a single point of contact and evaluation for developers regarding the concurrency standards for public school facilities, the School Board and the County do agree as follows:

1. The Okaloosa County Department of Growth Management will perform public school facility concurrency review services for the Okaloosa County School Board as to all proposed projects throughout Okaloosa County including those within municipal jurisdictions. The School Board will provide all data necessary for the County staff to calculate public school concurrency.

2. Developers applying for development orders for residential projects shall be required to pay a fee for such concurrency review services which shall be due and payable upon development application. The fees shall be those as set forth on Exhibit "A" attached hereto and made a part hereof. Such fees shall be collected by the County and shall be retained by the County as full compensation for the concurrency review services provided under this Agreement.

3. Upon completion of public school facilities concurrency review for each proposed project, the County will submit a summary report of its findings to the Facilities Planning Department of the School Board. If the report shows that public school concurrency standards have been met, then the project shall be approved from an educational facilities concurrency standard. If the reports shows that public school facilities concurrency has not been met, and that mitigation by the developer is necessary, then School Board will handle all negotiations with the developer to establish acceptable mitigation requirements to provide the necessary infrastructure for public school facilities to meet the concurrency requirements under either the County or the municipal comprehensive plans as applicable.

4. The County will not issue a public school facilities concurrency approval letter until notified by the School Board that any and all required mitigation has been successfully negotiated with developer and is acceptable to the School Board.

5. This Agreement shall continue from year to year unless either party notifies the other at anytime of its intent to terminate the Agreement. In the event either party should determine that it is in their best interest to terminate this Agreement, they shall provide sixty (60) days advance written notice of termination to the other party and at the conclusion of that

timeframe, the Agreement shall be terminated and the School Board shall take over the public schools facilities concurrency review process.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Okaloosa County and the School Board of Okaloosa County, Florida on this 19th of June, 2007.

**THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA**

BY: Catherine S. Thigpen

Catherine S. Thigpen, as its Chairman

Date: January 22, 2007

ATTEST:

BY: Alexis Tibbetts
Alexis Tibbetts, Ed.D., as its Superintendent/
Secretary

OKALOOSA COUNTY, FLORIDA

By: Don Amunds
Don Amunds, Chairman

Date: June 19, 2007



ATTEST:

Don W. Howard
Clerk of Circuit Court



By: Gary J. Stanford
Gary Stanford, Deputy Clerk

EXHIBIT "A"

SCHOOL CONCURRENCY APPLICATION FEES:

1. PUD Request.....\$600.00 base fee plus \$15.00 per lot/unit
2. Residential Subdivision Request..... \$300.00 +\$15.00 per lot
3. Minor Division of Lands \$300.00 base fee + \$15.00 per lot
4. Mobile Home Park \$300.00 base fee + \$15.00 per lot
5. Apartments & Condominium Projects \$300.00 base fee + \$10.00 per dwelling unit
6. Townhomes \$300.00 base fee + \$15.00 per lot
7. Residential Development of Regional Impact (DRI), Notice of Proposed Change,
Substantial Deviation \$2,000.00
base fee + \$20.00 per acre or fraction thereof
8. Residential Master Plans \$2,000.00
base fee + \$20.00 per acre or fraction thereof