IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND CRYSTAL RIVER

IMPACT FEE

INTERLOCAL AGREEMENT BETWEEN
CITRUS COUNTY AND THE CITY OF CRYSTAL RIVER

THIS AGREEMENT made and entered into this 22nd day of April, 2016 by and between Citrus County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the City of Crystal River, Florida, a Florida municipal corporation, hereinafter referred to as "the City".

WHEREAS, the Board of County Commissioners of Citrus County and the City Council of the City of Crystal River, have determined that future growth and new development should contribute its fair share of the cost of providing capital infrastructure improvements reasonably attributable to the future growth and impact-generating land development;

WHEREAS, the County, on April 28, 2015, adopted Ordinance No. 2015-A07, providing for the collection and expenditure of impact fees for roads, parks, schools, law enforcement, fire services, emergency medical services, public buildings, and libraries, said ordinance being attached hereto as Exhibit "A" and incorporated herein by reference,

WHEREAS, the City of Crystal River wishes to participate in the collection and expenditure of impact fees for impact generating land development activities according to the terms and conditions set forth in Ordinance No. 2015-A07. Where, in this agreement, impact fees are referenced it refers to County impact fees collected by the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. COLLECTION OF IMPACT FEES

The City agrees to collect impact fees according to the terms and conditions specified in Citrus County Ordinance No. 2015-A07, unless otherwise authorized by City Ordinance. The City shall establish an interest bearing account or an investment pool in which the impact fee funds
shall be deposited. On a monthly basis, the City will remit to the County, the amount of impact
fees, plus any interest earnings collected based upon the average daily balance of the funds. All
such sums remitted to the County by the City shall be used for City capital improvements as set
forth herein, and shall be considered as impact fee funds. The City shall be allowed to deduct,
on a monthly basis, a fee for administrative costs equal the actual costs incurred to administer the
program.

2. CAPITAL IMPROVEMENT PROJECTS

Every planned expenditure of impact fee funds for the City adopted capital improvements
program shall be accompanied by a brief statement describing how the planned project will
expand the capacity of the capital EMS, law enforcement, library, public buildings, or school
facilities, or, if repaying debt on a previous project, how that previous project expanded capacity.
In the event that the project is partially attributable to capacity expansion and partially
attributable to replacement or repair, a memorandum shall be attached to the capital
improvement program that provides a reasonable methodology to quantify the percentage of
project costs attributable to capacity expansion. In such instance the use of impact fee funding
for such project shall not exceed that percentage of the total cost. It is understood that revenue
will be provided to City projects only as it is available from the impact fees and earnings thereon
collected within the City. In the event that a project is determined ineligible for impact fee
funds, either fully or in part, the City will be responsible for any fee reimbursement or costs
attributable to that project request.

3. TRANSPORTATION IMPROVEMENTS

This Agreement will confirm that the City will continue to refrain from collection of County
transportation impact fees because City has enacted a transportation impact fee ordinance.

4. PARKS (RECREATION)

Park fees collected in City park districts shall be used solely for capital park improvements,
including land, land improvements, buildings, and equipment having a useful life of at least five
years and a cost of at least $5,000.00, and which are necessary for the provision of park and
recreation services to new impact-generating land development in those districts. The City shall
plan and shall provide for any and all necessary project tasks as outlined. Costs related to each approved City project shall be paid from the Impact Fee Trust Fund, as applicable. The County shall provide to the City, on a quarterly basis, a detailed listing of all revenue and expenses associated with the City’s Impact Fee Trust Fund. The County shall only provide funds for approved City projects and shall only be obligated to provide the amount of funds generated from impact fee collections remitted to the County from the City. To the extent that the County establishes an interest-bearing account for the deposit of the City’s impact fee funds, then such interest shall likewise be credited to the City Impact Fee Trust Fund, and shall be reflected in such quarterly accountings.

5. LAW ENFORCEMENT, PUBLIC BUILDINGS, EMS, AND LIBRARY FACILITY IMPROVEMENTS

Capital law enforcement facilities means capital improvements, including, land improvements, buildings, and equipment related to the provision of law enforcement services to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00. Capital public building facilities mean capital improvements, including land, land improvements, equipment, buildings or other capacity-adding capital improvements with a cost of at least $50,000.00, which are necessary for the provision of public services to new impact-generating land development. Capital EMS facilities means capital improvements, including land improvements, buildings and equipment related to the provision of emergency medical services (EMS) to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00. Capital library facilities mean capital improvements, including land improvements, buildings, library volumes, equipment, or other capacity-adding capital improvements having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of library services to new impact-generating land development. The City shall plan for and shall provide any and all necessary project tasks for capital facilities as outlined above. Costs related to each approved City project shall be paid from the Impact Fee Trust Fund, as applicable. The City shall approve all project invoices for payment and shall submit such invoices to the County, who shall provide the appropriate funds to the City, utilizing the impact fee funds generated within the City's incorporated area. The County shall provide to the City, on a quarterly basis, a detailed listing of all revenue and expenses associated with the
City's Impact Fee Trust Fund. The County shall only pay the project invoices for approved City projects and shall only be obligated to provide the amount of funds generated from impact fee collections remitted to the County from the City. To the extent that the County establishes an interest-bearing account for the deposit of the City's impact fee funds, then such interest shall likewise be credited to the City Impact Fee Trust Fund, and shall be reflected in such quarterly accountings.

6. FIRE SERVICES

Because the City of Crystal River does not participate in the countywide fire protection district, no fee shall be collected within the City limits of Crystal River for fire services.

7. ENTIRE AGREEMENT MODIFICATION

This Agreement embodies the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto. Any modification to this Agreement shall be made only by written instrument executed by the parties hereto, provided, however, that any amendments to the fee structure or other sections of Ordinance No. 2015-A07 made subsequent to the effective date of this Agreement shall be deemed to be automatically incorporated herein by virtue of the incorporation by reference of Ordinance No. 2015-A07 in this Agreement.

8. CANCELLATION

This Agreement may be cancelled upon thirty (30) days written notice by one party to the other. All funds collected prior to the termination date shall be remitted to the City who shall be responsible for expending same in accordance with the requirements of this Agreement, Ordinance No. 2015-A07 and state law.

9. TERM AND RENEWAL

This Agreement is executed in duplicate and each copy shall serve as an original. The Agreement shall become effective when signed by the last party hereto. It shall automatically renew for
additional one (1) year terms unless thirty (30) days prior to the termination date the party hereto
notifies the other part, in writing, of their desire to renegotiate any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set
forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

RONDAL E. KITCHEN, JR, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY:

DENISE A. DYMond LYN,
COUNTY ATTORNEY

CITY OF CRYSTAL RIVER

BY:
JIM FARLEY
MAYOR

APPROVED AS TO FORM
AND LEGALITY

GEORGE ANGELIDAS
CITY ATTORNEY