IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

IMPACT FEE
INTERLOCAL AGREEMENT
BETWEEN
CITRUS COUNTY AND THE CITY OF INVERNESS

THIS AGREEMENT, made and entered into this ___ day of ______, ______ by
and between Citrus County, a political subdivision of the State of Florida, hereinafter referred to
as "the County", and the City of Inverness, 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 Inverness, 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 Inverness 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. The City’s intent to participate in the
County’s impact fee program shall define the purpose and limit the scope of this agreement.
Where, in this agreement, impact fees are referenced it refers to County impact fees collected by
the City. It is further understood that this agreement does not diminish City’s capacity to adopt
related ordinances.;

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

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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, fire service, 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 re-confirm that the City will continue to refrain from collection of County transportation impact fees. This agreement does not diminish City’s capacity to adopt related ordinances.
4. PARKS (RECREATION)
This Agreement will re-confirm that the City will continue to refrain from collection of County park impact fees. This agreement does not diminish City’s capacity to adopt related ordinances.

5. LAW ENFORCEMENT, PUBLIC BUILDINGS, EMS, AND LIBRARY FACILITY IMPROVEMENTS
Capital law enforcement facilities mean 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 mean 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

As part of the County’s annual budget process, the City may submit by May 15th of each year any recommendation for capital improvements relating to fire services. The County shall review and consider such City recommendations when formulating the annual capital improvement plan. This agreement does not diminish City’s capacity to adopt related ordinances.

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:

[Signature]
ANGELA VICK, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

[Signature] Date: 2/3/16
RONALD E. KITCHEN, JR. CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY:

[Signature]
DENISE A. DYMOND LYN,
COUNTY ATTORNEY
IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

ATTEST:

DEBORAH DAVIS
CITY CLERK

CITY OF INVERNESS

BY: JACQUIE HEPFER,
COUNCIL PRES.

ATTEST:

FRANK DIGIOVANNI
CITY MANAGER

APPROVED AS TO
FORM AND LEGALITY:

LARRY HAAG,
INVERNESS CITY
ATTORNEY