IMPACT FEE AGREEMENT
BETWEEN CITRUS COUNTY AND
THE SCHOOL BOARD OF CITRUS COUNTY

THIS AGREEMENT made and entered into this 22nd day of MARCH, 2016 by and between Citrus County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the School Board of Citrus County, Florida, hereinafter referred to as "the School Board".

WHEREAS, the Board of County Commissioners of Citrus County and the City Councils of the cities of Inverness and 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; and,

WHEREAS, the County has adopted Ordinance No. 2015-A07 hereinafter referred to as "the Ordinance", providing for the collection and expenditure of impact fees for school facilities' capital improvements, said Ordinance being attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, the County, the cities of Inverness and Crystal River, and the School Board wish 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, and

WHEREAS, the County and the School Board desire to delineate their respective obligations, one to the other, regarding the fees generated pursuant to the Ordinance;

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

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December 7, 2015
I. SCHOOL BOARD’S RIGHTS AND OBLIGATIONS

1. Annually, or as often as it shall be amended, the School Board shall submit to the County its District Work Plan. The School Board shall identify in the Plan those capital improvement projects that are intended to be funded entirely or in part by impact fee monies, in accordance with the terms of Ordinance No. 2015-A07 or its successor.

2. The School Board shall utilize a cost reimbursement system for impact fee fundable projects where a description is submitted to the County and completed prior to reimbursement with any impact fee monies.

3. Prior to the County’s cost reimbursement, every planned expenditure of impact fee funds in the School Board’s adopted capital improvements program shall be accompanied by a brief statement describing how the planned project will expand the capacity of the capital 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 cost attributable to capacity expansion. The use of impact fee funding for such project shall not exceed that capacity expansion percentage of the total cost.

II. COUNTY’S AND CITIES’ RIGHTS AND OBLIGATIONS

1. The County and the cities of Inverness and Crystal River shall assess and collect an impact fee for public school facilities’ capital improvements according to the terms and conditions specified in Citrus County Ordinance No. 2015-A07.

2. The County shall establish an interest-bearing account into which the impact fee funds shall be deposited. On an annual basis, the County shall notify the School Board of the amount of impact fees accumulated plus any interest earnings collected thereon. The County and the cities of Inverness and Crystal River shall be allowed to deduct a fee for administrative cost. Documentation of such reimbursable expenses shall be provided
upon request of the School Board.

III. 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.

IV. 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 School Board who shall be responsible for expending same in accordance with the requirements of this Agreement and Ordinance No. 2015-A07.

V. 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 party, 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.

Page 3 of 5 December 7, 2015
IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND SCHOOL BOARD

ATTEST:

[Signature]  
ANGELA VICK, CLERK OF COURT

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY:

[Signature]  
DENISE A. DYMOND LYN  
COUNTY ATTORNEY

CITRUS COUNTY, FLORIDA  
a political subdivision of the State of Florida

BY: [Signature]  
RONALD E. KITCHEN, JR.  
CHAIRMAN

3/23/16  
Date
APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITRUS COUNTY
SCHOOL BOARD

R. WESLEY BRADSHAW
SCHOOL BOARD ATTORNEY

CITRUS COUNTY SCHOOL BOARD

BY

LINDA B. POWERS
SCHOOL BOARD CHAIRMAN

Date: 3-8-16

ATTEST:

Sandra "Sam" Himmel
SUPERINTENDENT OF SCHOOLS

CERTIFIED TO BE A TRUE COPY

ANGELA VICK
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY

Tiffany White
D.C.

THIS 24TH DAY OF March 2016

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December 7, 2015