

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (Agreement), is made and entered into this _____ day of _____, 2023, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose mailing address is 15470 Flight Path Drive, Brooksville, Florida 34604 (County), and the CITY OF BROOKSVILLE, a Florida municipal corporation, whose mailing address is 201 Howell Avenue, Brooksville, Florida 34601 (City), collectively, the Parties.

WITNESSETH

WHEREAS, Chapter 163, *Florida Statutes*, authorizes local governments to collect impact fees; and

WHEREAS, the County and the City currently collect impact fees; and

WHEREAS, the County provides Library Services, Law Enforcement and Correctional Facilities on a countywide basis; and

WHEREAS, the County has adopted impact fees for capital improvements associated with Library Services, Law Enforcement, and Correctional Facilities; and

WHEREAS, the City has agreed to collect and remunerate impact fees for capital improvements associated with the above services to the County; and

WHEREAS, the County provides capital improvements to collector roads located within the City; and

WHEREAS, the City has adopted, and collects, impact fees for capital improvements associated with roads, which includes a percentage calculation associated with impacts to County roads located within the City; and

WHEREAS, the City has agreed to collect and remunerate a portion of roads impact fees for capital improvements associated with County roads to the County; and

WHEREAS, the County provides Emergency Medical Services (EMS) to the City by separate agreement(s); and

WHEREAS, the County has adopted a separate EMS fee governing capital improvements associated with EMS service to the City; and

WHEREAS, the City has agreed to collect and remunerate impact fees for capital improvements associated with EMS services to the County;

NOW, THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference.

Section 2. Purpose and Scope of this Agreement. The purpose of this Agreement is limited to setting the terms and conditions applicable to the imposition, collection and remuneration of impact fees by the County and City, as governed by Section 163.31801, *Florida Statutes* (Florida Impact Fee Act).

Section 3. Obligations of the County and the City. With regard to impact fees imposed and collected for development within the City, the Parties agree that:

(a) The County shall adopt and implement impact fees associated with Library Services, Law Enforcement and Correctional Facilities; and provide those services on a countywide basis. The City agrees to collect the impact fees adopted by the County and remunerate impact fees for capital improvements associated with these services to the County.

(b) The County agrees to provide EMS services to the City of Brooksville pursuant to separate agreement(s) and shall adopt and implement impact fees for EMS, with the sole purpose of providing for capital improvements for EMS service to the City. The City agrees to collect the fees adopted by the County and remunerate impact fees for capital improvements associated with these services to the County.

(c) In the event the City adopts a roads impact fee which is based upon an assessment of the impacts to City roads the City agrees to collect the total fee adopted by the County and remunerate the difference between its adopted roads impact fees and the adopted County roads impact fee to the County for capital improvements associated with impacts to County roads within the City.

(d) Pursuant to, and in accordance with the procedures and requirements set forth in Section 163.31801, *Florida Statutes* (Florida Impact Fee Act), the City and the County shall each be responsible for the adoption and imposition of impact fees within their jurisdictional limits in accordance with the terms of the Act.

(e) Impact fees shall be remitted quarterly by the City to the County.

(f) The City shall limit administrative charges for the collection of impact fees to actual costs, which the city expects to be approximately 3% of the amount collected. Both parties agree that a 3% administrative charge is presumptively valid and reflective of the city's actual cost of collection.

Section 4. Effective Date; Term. In accordance with Section 163.01(11), *Florida Statutes*, the Effective Date of this Agreement shall be the date the Agreement is filed with the Clerk of the Circuit Court of the County. The Term of this Agreement shall commence on the Effective Date and shall terminate upon written agreement by both Parties hereto.

Section 5. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6. Negotiations. The Parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms' length and that this Agreement, and all documents executed in connection herewith were prepared and executed without undue influence exerted by any Party or on any Party. Further, this Agreement was drafted jointly by all Parties, and no Parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or Party who drafted this Agreement.

Section 7. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third Parties in any matter arising out of this Agreement or any other contract. The City and the County are state agencies or political subdivisions as defined in Section 768.28, *Florida Statutes*, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

Section 8. Record-Keeping and Retention. Each Party shall retain all records related to this Agreement in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each Party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This section shall survive the expiration or termination of this Agreement.

Section 9. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force of effect.

Section 10. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the Parties hereto.

Section 11. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

Section 13. Authority. The Parties hereto are authorized to execute this Agreement in accordance with Florida law, including, but not limited to, Chapters 125, 163, and 190, *Florida Statutes*.

Section 14. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Chapter 164, *Florida Statutes*. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

Section 15. Venue: Jurisdiction. In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in Hernando County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates stated



**CITY COUNCIL
CITY OF BROOKSVILLE, FLORIDA**

By: [Signature]
Blake Bell Mayor

Approved by City Council 1/9/23

[Signature]
Jennifer Battista
City Clerk

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of January, 2023, by Blake Bell, as Mayor of the City of Brooksville, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires:



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Becky Vose, City Attorney
Vose Law Firm

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
John Allocco
Chairman

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by John Allocco, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 

County Attorney's Office