

**Parks Impact Fee Funding
Agreement
(Softball Fields)**

THIS AGREEMENT, made this ____ day of _____, 2022, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**County**”, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter called the “**City**”.

WITNESSETH

WHEREAS, the County adopted a parks impact fee ordinance contained in Chapter 24, Article VI, of the St. Lucie County Code (“Ordinance”), and pursuant to the Ordinance, the County has implemented and collected a Parks Impact Fee in all areas of the County, including the City; and,

WHEREAS, the purpose of the Parks Impact Fee is to ensure that new development bears a proportional share of the cost of capital expenditures necessary to provide parks in the County that adequately serve the needs of all county residents, including county residents residing within the City municipal boundaries, as contemplated in the County comprehensive plan; and,

WHEREAS, the City is developing softball fields to serve the needs of future County and City residents generated by new residential construction; and,

WHEREAS, the City has requested that, pursuant to Section 24-180 of the Ordinance, the County provide Parks Impact Fee funding to assist in the construction and development of softball fields, and has represented to the County that use of parks impact fee funds qualify as authorized expenditures under Section 24-180 of the Ordinance; and,

WHEREAS, the County is willing to enter into this Agreement with the City to use Parks Impact Fee assist the City in funding the construction and development of softball fields including the purchase of land.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties mutually agree as follows:

1. **Reimbursement Grant.** The County shall provide the City with a reimbursement grant from the Reserve Park Fund Account, as defined in the Interlocal Agreement regarding Parks Impact Fees between the County and the City dated ____ day of _____ 2022 (the “Grant”), in the total amount of one million and 0/100 no dollars (\$1,000,000.00). The parties agree that these Grant funds shall only be used for costs of construction and development of

softball fields within the City including the purchase of land and shall not be used for administrative or debt service expenses, or for any other purpose not allowed under the Ordinance. Grant payments shall be reimbursed to the City based on documented costs provided by the City. In processing requests for reimbursements, the City shall forward copies to the County of all invoices received from the City's contractor in sufficient detail for audit purposes. The County shall reimburse the City within thirty (30) days of receipt of requests for reimbursement.

2. **Annual Reports.** The City shall provide the County an annual report indicating how the Grant funds have been expended. The initial report shall be delivered to the County Administrator or designee on or before December 1, 2022 and continue on December 1 every year thereafter through the completion of the project.

3. **Project Completion Date; Termination.** The City agrees to expend or encumber the Grant funds to construct softball fields within the City by December 31, 2025. Either party may terminate this Agreement earlier, with cause, upon thirty (30) days written notice to the other party and failure to cure the default. The City shall reimburse the County for all Grant funds that were not used as required by this Agreement, as of the date of termination notice. This provision shall survive the termination of this Agreement.

4. **Right of Audit; Reimbursement.** The City gives the County the right, until the expiration of three (3) years after expenditure of Grant funds under this Agreement, to audit the use of the Grant monies. Upon reasonable demand, the County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the City involving transactions related to these Grant funds. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after the expenditure of the Grant Funds. In the event an audit determines that the City used the County's park impact fees in violation of this Agreement, the City agrees to reimburse the County for the amount of the funds improperly used within 30 days of demand by the County.

5. **Indemnity.** The City is responsible for ensuring that Grant funds are spent in accordance with Florida Law. To the extent allowed by law, the City agrees to fully indemnify and hold harmless the County, its officers, employees, and agents of and from all liabilities, damages, claims, recoveries, costs and expenses in any way arising out of the receipt or expenditures of these Grant funds by the City.

6. **Compliance with Law; Permits.** The City agrees to comply with all permitting, local, state and federal laws, rules and regulations. The City shall obtain all required state and federal permits related to wetlands and wildlife habitat.

7. **Publications; Uniform Access to the Park.** The City agrees that all publications, media productions, exhibit graphics, and park plaques or other like park identification with respect to the softball fields constructed pursuant to this Agreement shall include the following statement: Sponsored in part by the Board of County Commissioners, St. Lucie County, Florida. The City also agrees that all residents of the County will be able to use the softball fields constructed pursuant to this Agreement on the same basis and cost as residents of the City.

8. **Notice.** Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

County:	St. Lucie County Administrator Admin Annex, 3 rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982	Copy to:	St. Lucie County Attorney Admin Annex, 3 rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982
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City:	City Manager City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	Copy to:	City Attorney City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984
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9. **Amendment; Modification.** No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

10. **Binding.** Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties. This Agreement is not intended to benefit third parties who are not part of the Agreement.

11. **Resolution of Disputes.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to try to resolve the issues in good faith pursuant to the conflict resolution procedures provided by the Florida Conflict Resolution Act, Chapter 164, Florida Statutes. The results of the conflict resolution or any testimony or argument introduced in the conflict resolution shall not be admissible as evidence in any subsequent proceeding concerning the disputed issues.

12. **Entire Agreement; Venue.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or

written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims that are justiciable in federal court.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

14. **Cooperation.** Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.

15. **Rights Cumulative.** All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

16. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

ATTEST:

CITY OF PORT ST. LUCIE

CLERK

BY: _____
MAYOR

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY