

This instrument prepared by (and return to):

Daniel B. Harrell  
Gonano & Harrell  
(Courthouse Box #34)  
1600 S. Federal Highway, Suite 200  
Fort Pierce, FL 34950-5194  
(772) 464-1032 ext. 1010

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL  
AGREEMENT CONCERNING EDUCATIONAL FACILITIES IMPACT FEES

THIS FIRST AMENDMENT is entered into this 14<sup>th</sup> day of September, 2005, to that certain Amended and Restated Interlocal Agreement concerning Educational Facilities Impact fees dated February 27, 2001, and recorded in O.R. Book 1385, Page 1340, of the Public Records of St. Lucie County, Florida ("Amended and Restated Agreement"), by and among ST. LUCIE COUNTY, a political subdivision of the State of Florida, by and through the Board of County Commissioners ("County"); the SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through the School Board ("School"); and the CITY OF PORT ST. LUCIE, a political subdivision of the State of Florida, by and through the City Council ("City"), and providing for the School's and the City's participation in the County's educational facilities impact fee program.

WHEREAS, the County originally adopted an educational facilities impact fee ordinance effective January 1, 1989; and

WHEREAS, the parties originally entered into an Interlocal Agreement on February 6, 1989, as amended and restated on February 27, 2001, which Amended and Restated Agreement will expire on September 30, 2005, unless amended to extend its effectiveness.

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties, the County, the School, and the City agree as follows:

A. Paragraph 10 of the Amended and Restated Agreement is hereby amended to read as follows:

10. This Amended and Restated Agreement shall be effective beginning October 1, 2000. Termination of this Amended and Restated Agreement may only occur if (a) all parties agree to the termination, (b) imposition of the educational facilities impact fee is not allowed by state law, (c) upon breach of the Agreement by a party and failure to cure the breach within a reasonable time period not to exceed forty-five (45) days, or (d) by any party upon one-hundred eighty (180) days written notice to both other parties. The termination of this Amended and Restated Agreement shall not require the School to refund any money collected by the County or the City and remitted to the School pursuant to this Amended and Restated Agreement; and shall not cancel or nullify the School's obligations to hold harmless and defend as set forth in paragraph 5.c above.

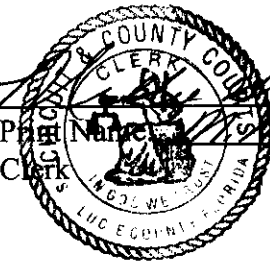
B. This First Amendment to the Amended and Restated Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

C. Except as modified by this First Amendment, the Amended and Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment by their duly authorized officials on the dates stated below.

\* \* \*

Attest:

 Marie D. Felius  
Marie D. Felius  
D

BOARD OF COUNTY COMMISSIONERS  
OF ST. LUCIE COUNTY, FLORIDA

By: Frannie Hutchinson  
Frannie Hutchinson, Chairman

Date: September 6, 2005

Approved as to form and correctness:

Daniel S. McIntyre  
Daniel S. McIntyre  
St. Lucie County Attorney

\* \* \*

Attest:

Michael J. Lannon  
Michael J. Lannon, Superintendent and  
Ex Officio Secretary

SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

By: Judith C. Miller  
Judith C. Miller, Chairman


Date: August 23, 2005

Approved as to form and correctness:

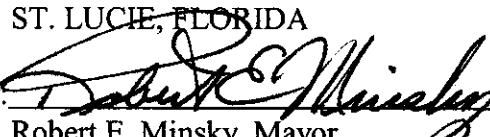
Daniel B. Harrell  
Daniel B. Harrell  
Attorney to School Board of St. Lucie County

\* \* \*

Attest:

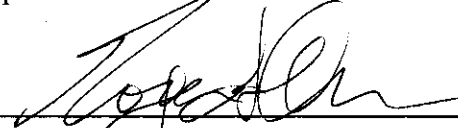
  
\_\_\_\_\_  
Karen A. Phillips  
City Clerk

CITY COUNCIL OF THE CITY OF PORT  
ST. LUCIE, FLORIDA

By:   
\_\_\_\_\_  
Robert E. Minsky, Mayor

Date: September 14, 2005

Approved as to form and correctness:

  
\_\_\_\_\_  
Roger G. Orr  
City Attorney



Law Offices  
of  
**GONANO & HARRELL**  
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO  
Board Certified Real Estate Lawyer  
email: dgonano@gh-law.com

RIVERSIDE NATIONAL BANK BUILDING  
1600 South Federal Highway, Suite 200  
Fort Pierce, Florida 34950-5194  
Telephone (772) 464-1032  
Facsimile (772) 464-0282

DANIEL B. HARRELL  
email: dharrell@gh-law.com

**Temporary Address: 2100 S.E. Ocean Blvd., Suite 205, Stuart, Florida 34996-3332**

VIA HAND DELIVERY

September 21, 2005

Ms. Karen A. Phillips, City Clerk  
City of Port St. Lucie  
121 S.E. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

Re: First Amendment to Amended and Restated Interlocal Agreement concerning  
Educational Facilities Impact Fees

Our File No.: 500-161

Dear Ms. Phillips:

Enclosed please find four originals of the above First Amendment, each executed on behalf of the Board of County Commissioners and the School Board. Kindly have each of the originals executed on behalf of the City, insert as a date on page one the date of execution on behalf of the City, retain one original for the files of the City, and return the other three originals to me in the stamped, self-addressed envelope provided for that purpose. I will distribute originals to the County and the School Board, arrange for recording of the instrument in the public records, and provide a copy of the recorded document to all parties.

Thank you for your assistance, and please advise if you have any question.

Sincerely,

  
Daniel B. Harrell

DBH/mm

Enclosures

cc: Mr. Roger G. Orr, Esq.  
Mr. Daniel S. McIntyre, Esq.

This instrument prepared by (and return to):

Daniel B. Harrell  
Gonano & Harrell  
(Courthouse Box #34)  
1600 S. Federal Highway, Suite 200  
Fort Pierce, FL 34950-5194  
(772) 464-1032 ext. 1010

*our original  
from 9/12  
meeting*

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL  
AGREEMENT CONCERNING EDUCATIONAL FACILITIES IMPACT FEES**

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B. This First Amendment to the Amended and Restated Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

C. Except as modified by this First Amendment, the Amended and Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment by their duly authorized officials on the dates stated below.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_, 2005

Approved as to form and correctness:

\_\_\_\_\_  
Daniel S. McIntyre  
St. Lucie County Attorney

Attest:

SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

\_\_\_\_\_  
Michael J. Lannon, Superintendent and  
Ex Officio Secretary

By: \_\_\_\_\_  
Judith C. Miller, Chairman

Date: \_\_\_\_\_, 2005

Approved as to form and correctness:

\_\_\_\_\_  
Daniel B. Harrell  
Attorney to School Board of St. Lucie County  
CITY COUNCIL OF THE CITY OF PORT  
ST. LUCIE, FLORIDA

Attest:

  
\_\_\_\_\_  
Karen A. Phillips

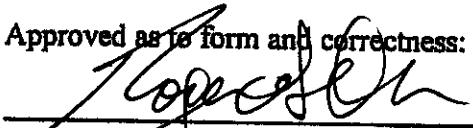
By:   
\_\_\_\_\_  
Robert E. Minsky

City Clerk

Mayor


Date: 9-14-2005, 2005

Approved as to form and correctness:

  
\_\_\_\_\_  
Roger G. Orr  
City Attorney

MEMORANDUM

TO: CITY COUNCIL

FROM: DONALD B. COOPER, CITY MANAGER 

DATE: AUGUST 22, 2005

SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENTS CONCERNING EDUCATIONAL FACILITIES IMPACT FEES

Attached herein please find an amendment to the existing interlocal agreement concerning impact fees for educational facilities. The impact fee agreement between the City of Port St. Lucie, St. Lucie County and the St. Lucie County School Board expires September 30, 2005. This amendment would renew that agreement for an indefinite period of time pursuant to a modified Paragraph 10. This paragraph addresses the continuation of the agreement. The only other substantial change is to allow for the cancellation of this agreement by any party with 180 days written notice. As such, if adopted by the City Council it would result in the continued collection of educational impact fees by the City of Port St. Lucie from developments within the City of Port St. Lucie, with the city retaining 4% for the cost of collecting said fees.

This impact fee agreement would be indefinite and, as I indicated previously, it could be canceled by any party with 180 days written notice to the other parties.

It is recommended that the Council approve this amendment, subject to St. Lucie County's prior approval before the City of Port St. Lucie enters into the agreement. It is my understanding that the County Commission will undertake the approval of this agreement prior to the city considering it. If the county does not approve the agreement or is unwilling to undertake it prior to the City of Port St. Lucie, I would request that the matter be tabled until they do, in fact, approve same.

If you have any questions or need any additional information, please do not hesitate to contact me.

DBC:eg  
Attach.

c: Daniel B. Harrell, Esq., St. Lucie County School Board Attorney



Law Offices  
of  
**GONANO & HARRELL**  
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO  
Board Certified Real Estate Lawyer  
email: dgonano@gh-law.com

RIVERSIDE NATIONAL BANK BUILDING  
1600 South Federal Highway, Suite 200  
Fort Pierce, Florida 34950-5194  
Telephone (772) 464-1032  
Facsimile (772) 464-0282

DANIEL B. HARRELL  
email: dharrell@gh-law.com

**Temporary Address: 2100 S.E. Ocean Blvd., Suite 205, Stuart, Florida 34996-3332**

VIA ELECTRONIC MAIL TRANSMISSION AND U.S. MAIL

August 18, 2005

Mr. Donald B. Cooper  
City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

**RECEIVED**

AUG 22 2005

City Manager's Office

Re: First Amendment to Amended and Restated Interlocal Agreements concerning Educational Facilities Impact Fees

Our File No.: 500-161

Dear Mr. Cooper:

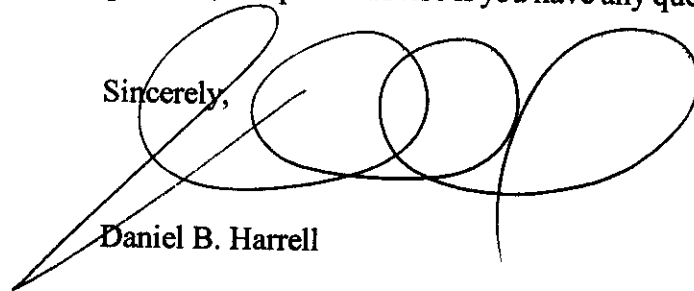
Enclosed is a form of First Amendment to the Amended and Restated Interlocal Agreement Concerning Educational Impact Fees among the School Board, the city of Port St. Lucie, and the County. As you are aware, the Interlocal Agreement will expire on September 30, 2005, unless extended. The enclosed form of First Amendment would revise paragraph 10 to provide for continued effectiveness, subject to termination by any party for breach upon 45 days notice, or without cause upon 180 days notice. I understand that the City Attorney has reviewed this document and found the form acceptable.

Please be advised that at its meeting on July 12, 2005, the School Board approved and authorized execution of the First Amendment. I respectfully request that the City Council likewise consider approving the document; by separate communication I have asked for approval by the Board of County Commissioners. If the First Amendment is acceptable to the City and the County, I will circulate originals for execution and thereafter arrange for recording and distribution.

Mr. Donald Cooper  
August 18, 2005  
Page 2

Thank you for your assistance and cooperation, and please advise if you have any question or require additional information.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long, thin tail extending to the left.

Daniel B. Harrell

DBH/mm

Enclosure

cc: Mr. Michael J. Lannon  
Mr. Tim Bargeron  
Mr. Marty E. Sanders, P.E.  
Mr. Roger G. Orr, Esq.

**KAREN:**

**SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL  
AGREEMENTS CONCERNING EDUCATIONAL FACILITIES IMPACT  
FEES**

**PLEASE SCHEDULE THIS FOR THE FIRST MEETING IN SEPTEMBER UNDER  
NEW BUSINESS.**

**DON**

**From:** "Dan Harrell" <DHarrell@gh-law.com>  
**To:** "Mary Hornbeck" <MaryH@cityofpsl.com>  
**Date:** 9/14/05 2:42PM  
**Subject:** RE: INTERLOCAL AGREEMENT WITH CITY OF PSL, EDUCATIONAL IMPACT FEES

Execution originals signed by the School Board are with the County. I should have them back, with the County's signatures, in a day or so. I will then courier to the City for signature.

-----Original Message-----

From: Mary Hornbeck [mailto:MaryH@cityofpsl.com]  
Sent: Wednesday, September 14, 2005 2:24 PM  
To: Dan Harrell  
Subject: INTERLOCAL AGREEMENT WITH CITY OF PSL, EDUCATIONAL IMPACT FEES

THIS AGREEMENT WAS APPROVED BY COUNCIL ON 9/12 AND HAS BEEN SIGNED BY THE MAYOR AND CITY CLERK. IN YOUR CORRESPONDENCE TO MR. COOPER, YOU STATED THAT AFTER APPROVAL, YOU WOULD CIRCULATE ORIGINALS FOR EXECUTION, RECORDING AND DISTRIBUTION.

SHOULD I MAIL THIS DOCUMENT TO YOU OR SHOULD I PASS IT ON TO THE BOARD OF EDUCATION. THIS DOCUMENT HAS TO BE COMPLETED BEFORE 10/1/05. PLEASE ADVISE.

---

City of Port St. Lucie  
<http://www.cityofpsl.com>

9/19 Spoke with  
D. Harrell - County  
put agreement in  
mail to Harrell on  
Friday. When his  
office receives it, he  
will hand carry it  
to our office.  
He also spoke to Mr.  
Cooper and advised  
him of the same.

Law Offices  
of  
**GONANO & HARRELL**  
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO  
Board Certified Real Estate Lawyer  
email: dgonano@gh-law.com

RIVERSIDE NATIONAL BANK BUILDING  
1600 South Federal Highway, Suite 200  
Fort Pierce, Florida 34950-5194  
Telephone (772) 464-1032  
Facsimile (772) 464-0282

DANIEL B. HARRELL  
email: dharrell@gh-law.com

**Temporary Address: 2100 S.E. Ocean Blvd., Suite 205, Stuart, Florida 34996-3332**

VIA ELECTRONIC MAIL TRANSMISSION AND U.S. MAIL

September 7, 2005

**RECEIVED**

SEP 08 2005

City Manager's Office

Mr. Donald B. Cooper  
City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

Re: **First Amendment to Amended and Restated Interlocal Agreements concerning Educational Facilities Impact Fees**

Our File No.: 500-161

Dear Mr. Cooper:

Thank you for providing me with a copy of your August 22, 2005, memorandum to the City Council regarding the proposed First Amendment to the Amended and Restated Interlocal Agreement Concerning Educational Impact Fees among the School Board, the City of Port St. Lucie, and the County. Please be advised at its meeting on September 6, 2005, the Board of County Commissioners of St. Lucie County approved and authorized execution of the proposed First Amendment; a copy of the consent agenda for that meeting (please see item 2.C) is enclosed for reference.

Thank you for your assistance and cooperation, and please advise if you have any question or require additional information.

Sincerely,

Daniel B. Harrell

DBH/mm

Enclosure

cc: Mr. Michael J. Lannon  
Mr. Tim Barger

Mr. Marty E. Sanders, P.E.  
Mr. Roger G. Orr, Esq.

To: Karen P  
add to material  
on school impact  
fee

Consent Agenda  
not rec'd by Clerk  
KAP

Law Offices  
of  
**GONANO & HARRELL**  
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO  
Board Certified Real Estate Lawyer  
email: dgonano@gh-law.com

RIVERSIDE NATIONAL BANK BUILDING  
1600 South Federal Highway, Suite 200  
Fort Pierce, Florida 34950-5194  
Telephone (772) 464-1032  
Facsimile (772) 464-0282

DANIEL B. HARRELL  
email: dharrell@gh-law.com

***Temporary Address: 2100 S.E. Ocean Blvd., Suite 205, Stuart, Florida 34996-3332***

November 14, 2005

Ms. Karen A. Phillips, City Clerk  
City of Port St. Lucie  
121 S.E. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

Re: First Amendment to Amended and Restated Interlocal Agreement concerning  
Educational Facilities Impact Fees

Our File No.: 500-161

Dear Ms. Phillips:

Enclosed for the records of the City of Port St. Lucie please find a copy of the above First Amendment, as recorded in the public records of St. Lucie County. Thank you for your assistance, and please advise if you have any question.

Sincerely,



Daniel B. Harrell

DBH/mm

Enclosure

cc: Mr. Roger G. Orr, Esq.

This instrument prepared by (and return to):

Daniel B. Harrell  
Gonano & Harrell  
(Courthouse Box #34)  
1600 S. Federal Highway, Suite 200  
Fort Pierce, FL 34950-5194  
(772) 464-1032 ext. 1010

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL  
AGREEMENT CONCERNING EDUCATIONAL FACILITIES IMPACT FEES

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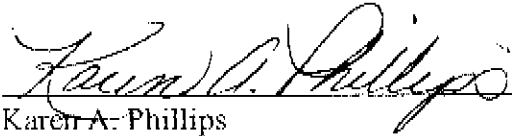
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Attest:



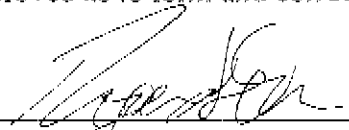
Karen A. Phillips  
City Clerk

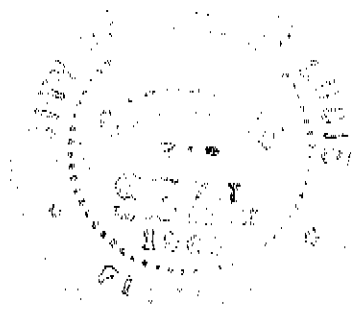
CITY COUNCIL OF THE CITY OF PORT  
ST. LUCIE, FLORIDA

By:   
Robert E. Minsky, Mayor

Date: September 14, 2005

Approved as to form and correctness:

  
Roger G. Orr  
City Attorney





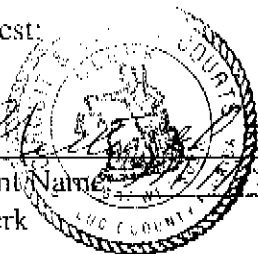
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IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment by their duly authorized officials on the dates stated below.

\* \* \*

Attest:



Print Name: Hope D Felton

D. Clerk

BOARD OF COUNTY COMMISSIONERS  
OF ST. LUCIE COUNTY, FLORIDA

By: Frannie Hutchinson  
Frannie Hutchinson, Chairman

Date: September 16, 2005

Approved as to form and correctness:

Daniel S. McIntyre  
Daniel S. McIntyre  
St. Lucie County Attorney

\* \* \*

Attest:

Michael J. Lannon

Michael J. Lannon, Superintendent and  
Ex Officio Secretary

SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

By: Judi Miller  
Judith C. Miller, Chairman

Date: August 23, 2005

Approved as to form and correctness:

Daniel B. Harrell  
Daniel B. Harrell  
Attorney to School Board of St. Lucie County

\* \* \*

This instrument prepared by (and return to):

Daniel B. Harrell  
Gonano & Harrell  
(Courthouse Box #34)  
1600 S. Federal Highway, Suite 200  
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(772) 464-1032 ext. 1010

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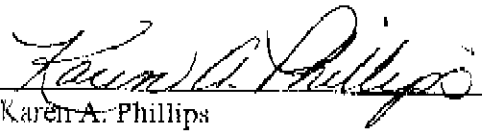
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Attest:

  
\_\_\_\_\_  
Karen A. Phillips  
City Clerk

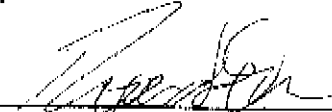


CITY COUNCIL OF THE CITY OF PORT  
ST. LUCIE, FLORIDA

By:   
\_\_\_\_\_  
Robert E. Minsky, Mayor

Date: September 14, 2005

Approved as to form and correctness:

  
\_\_\_\_\_  
Roger G. Orr  
City Attorney


B. This First Amendment to the Amended and Restated Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

C. Except as modified by this First Amendment, the Amended and Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment by their duly authorized officials on the dates stated below.

\* \* \*

Attest:

  
Print Name: Michelle D. Felton  
D. Clerk

BOARD OF COUNTY COMMISSIONERS  
OF ST. LUCIE COUNTY, FLORIDA

By: Frannie Hutchinson  
Frannie Hutchinson, Chairman

Date: September 5, 2005

Approved as to form and correctness:

Daniel S. McIntyre  
Daniel S. McIntyre  
St. Lucie County Attorney

\* \* \*

Attest:

Michael J. Lannon  
Michael J. Lannon, Superintendent and  
Ex Officio Secretary

SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

By: Judith C. Miller  
Judith C. Miller, Chairman

Date: August 23, 2005

Approved as to form and correctness:

Daniel B. Harrell  
Daniel B. Harrell  
Attorney to School Board of St. Lucie County

\* \* \*