

C 11-09-434

**INTERLOCAL AGREEMENT  
(PARKS IMPACT FEES)**

EXHIBIT D

**THIS AGREEMENT** entered into this 20<sup>th</sup> day of September, 2011, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as "City" providing for the City's collection of the County's parks impact fee.

**WHEREAS**, County originally adopted a parks impact fee ordinance effective January 1, 1996; and

**WHEREAS**, said fee is to be effected and collected both in the County and City; and

**WHEREAS**, County wishes to allow City to collect the fee as an agent of County.

**NOW, THEREFORE, IT IS AGREED** as follows:

1. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Interlocal Cooperation Act.
2. The County and the City agree that the City will collect the County's public building impact fee (hereinafter "Impact Fee"), unless this Agreement is terminated as hereinafter provided.
3. The City agrees to:
  - a. Collect the applicable impact fee as specified in County's ordinance prior to issuing any building permit, mobile home permit, or electrical permit for a recreational vehicle park within the City's jurisdiction.
  - b. To maintain all records of the impact fee including the name, address, amount paid and benefit district for each building permit, mobile home permit, or electrical permit for a recreational vehicle park issued by the City.
  - c. To remit to County one hundred percent (100%) of all funds collected as impact fees, after the deduction of the actual cost of collection not to exceed four (4%) percent of the funds collected which shall be kept by City as a fee for administration for collecting and transmitting the funds. Both parties agree that the 4% administrative cost represents the actual cost of the City to collect the impact fees as contemplated under Section 163.31801(3)(c), Florida Statutes. City shall remit the collected funds monthly to County, with payment being made to County by the 15th day of the following month.
  - d. Contact the County Administrator or designee when a building permit, mobile home permit, or electrical permit for a recreational vehicle park is applied for that is not specifically listed in the ordinance and to collect the fee as determined for that use by the County Administrator or designee.



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e. The City shall refer any applicant to the County Administrator or designee for refund of the County's impact fee collected by the City. The administrative fee of 4% shall not be refunded.

f. Notify the County Administrator when a developer in the City, in lieu of paying all or part of the parks impact fee, offers to construct part of a parks improvement project shown in the City's or County's Comprehensive Plan or appropriate to the implementation thereof.

4. County agrees:

a. To provide to City administrative procedures and administrative assistance in setting up bookkeeping and other accounting procedures necessary for City to collect the fee.

b. County shall notify the City sixty (60) days prior to any change to the County's impact fees.

c. To maintain all records of the impact fee including the name, address, amount paid and benefit district for each building permit, mobile home permit, or electrical permit for a recreational vehicle park issued by any City or County as furnished by the collecting agency.

d. To expend the impact fee funds collected within the City to construct part or all of a parks improvement project or for debt service payments shown as follows or appropriate to the implementation thereof:

- St. Lucie County Regional Football-Soccer Stadium
- Ravenswood Pool
- St. Lucie County Fairgrounds
- Oxbow Eco-Center
- Savannas Campgrounds
- River Park Marina

e. To hold City harmless should any suit or legal action be brought to contest the validity of any impact fee ordinance or to contest the amount of any impact fee imposed pursuant to the impact fee ordinance. The County agrees to provide any legal defense necessary at no cost to City. Should any Court order any refund of any impact fee or should any refund be agreed to by County, the refund shall be paid solely by County.

f. To provide the City, by December 1 of each year, annual reports and information showing the amount of impact fees collected and expended within each park benefit district of the preceding fiscal year.

5. The Board of County Commissioners shall have the final authority pursuant to Section 1-15-37 of the St. Lucie County Parks Impact Fee Ordinance as to whether to accept an offer by a developer to construct part of a park improvement project in lieu of payment of all or part of the park impact fee.



6. Nothing in this Agreement is intended to deprive the County of final authority for the use and expenditure of impact fee monies received by the County pursuant to the Park Impact Fee Ordinance.

7. This Agreement embodies the whole 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.


8. The Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.


9. This Agreement shall be effective beginning October 1, 2011. Each party shall be required to give 180 days notice of intent to terminate the Agreement. Termination shall be effective the following fiscal year. Termination of the Agreement may only occur if: (1) both parties agree to the termination; or (2) imposition of the parks impact fee is not allowed by state law, or (3) 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, 4.) either party gives the 180 day notice of intent to terminate. The termination of this Agreement shall not require the County to refund any monies collected by the City and remitted to the County pursuant to this Agreement. The Agreement may be extended upon mutual agreement of both parties.

10. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

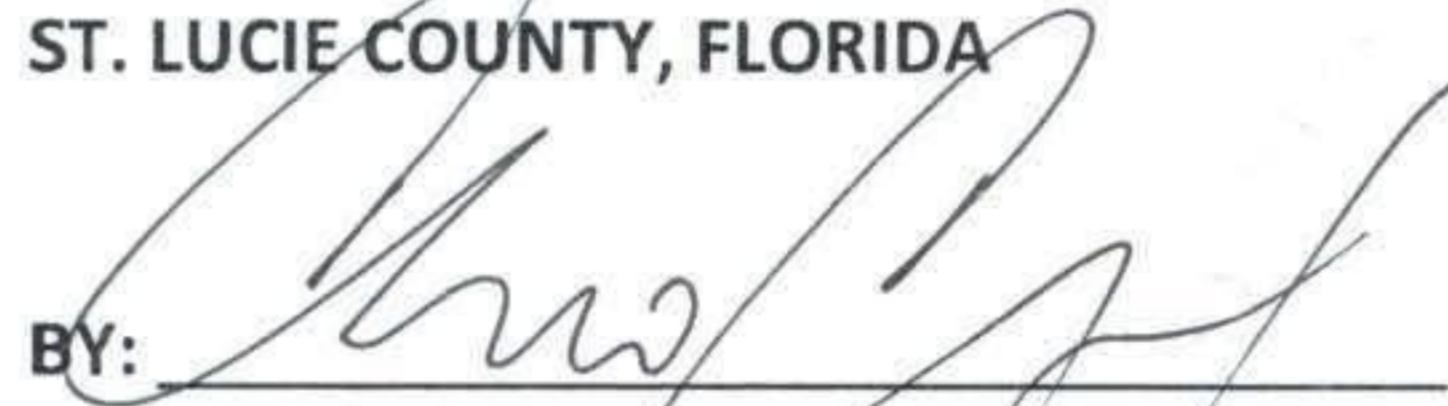
**IN WITNESS WHEREOF**, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

ATTEST:

  
Deputy Clerk




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

BY:   
Chairman

DATE September 20, 2011

**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY:   
County Attorney



Karen Phillips  
City Clerk

CITY OF PORT ST. LUCIE, FLORIDA

BY: [Signature]  
Mayor

DATE: 11-9-11

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: [Signature]  
City Attorney



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COPY

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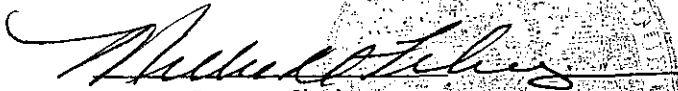
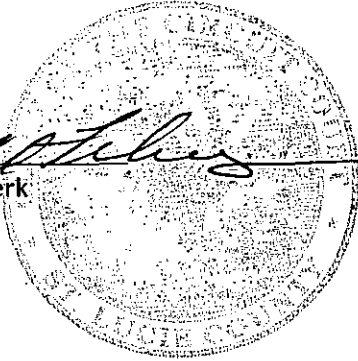
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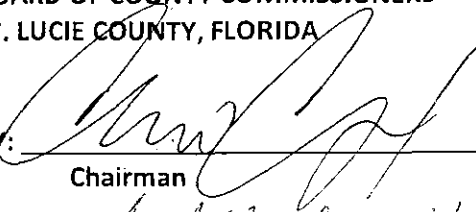
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**IN WITNESS WHEREOF**, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

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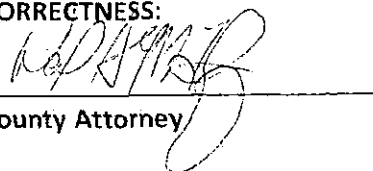
  
Deputy Clerk  


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

BY:   
Chairman

DATE September 30, 2011

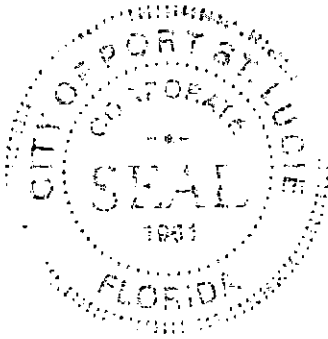
**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY:   
County Attorney

**COPY**



*Laura Phillips*  
CITY Clerk



CITY OF PORT ST. LUCIE, FLORIDA

BY: *[Signature]*  
Mayor

DATE: 11-9-11

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: *[Signature]*  
City Attorney

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