

**INTERLOCAL AGREEMENT
(ROAD IMPACT FEES)**

EXHIBIT C

THIS AGREEMENT entered into this 20th 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 Roads Impact Fee program.

WHEREAS, County originally adopted a roads impact fee ordinance effective February 1, 1986; 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 road 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 crediting the amount of the City's road impact fees as provided for in Section 5(b) of the Agreement. The parties agree that the amount of the credit shall not

exceed fifty percent (50%) of the County's road impact fee, 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. An example of the impact fee calculation worksheet for a retail building and a residential dwelling unit are attached as Exhibits A-1 and A-2.

Both parties agree that the four percent (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

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, minus the administrative fee of four (4%) percent, or as otherwise prescribed in Section 1-17-32 of the St. Lucie County Code and Compiled Laws.

f. Notify the County Administrator when a developer in the City, in lieu of paying all or part of the road impact fee, offers to construct part of a arterial or major collector road improvement project shown in the St. Lucie County Comprehensive Plan, City of Port St. Lucie 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. To notify the City sixty (60) days prior to any changes to the County's road 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 inform the City regarding the expenditure of any impact fee funds collected by City and remitted to County and, where possible, expend the impact fee funds to construct part or all of a road improvement project or for debt service payments shown as follows or appropriate to the implementation thereof:

Midway Road	Rangeline Road
Prima Vista Boulevard	Walton Road
Glades Cutoff Road	St. James - S. 25 th Street

e. To hold City harmless should any suit or legal action be brought to contest the validity of the 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 the County and the City to the extent of percentage of fees retained by each respective entity.

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 road benefit district of the preceding fiscal year.

5. The City and County jointly agree:

a. To acknowledge that, in recognition of the discounts applied to the retail and industrial road impact fees assessments for economic development purposes, in the event that any deficits are determined to exist the County will make up those deficits through other available revenue sources.

b. To credit one hundred percent (100%) of the amount of the City's road impact fee against the County's road impact fee collected within the City. The parties agree that the amount of the credit shall not exceed fifty percent (50%) of the applicable County impact fee amount. The credit shall also be given to those developers who chose to construct improvements as set out in Paragraph 3f in this Agreement and are granted credits by the City against the City's road impact fee.

6. The Board of County Commissioners shall have the final authority pursuant to Section 1-17-30(B) of the St. Lucie County Roads Impact Fee Ordinance as to whether to accept an offer by a developer to construct part of a road improvement project in lieu of payment of all or part of the road impact fee.

7. Nothing in this Agreement is intended to deprive the County of final authority and responsibility for the use and expenditure of impact fee monies collected pursuant to the Roads Impact Fee Ordinance.

8. 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.


9. 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.

10. 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 this Agreement may only occur if; 1.) both parties agree to the termination, or, 2.) imposition of the roads 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.

11. 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


Chairman

DATE September 20, 2011

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
County Attorney

CITY OF PORT ST. LUCIE, FLORIDA

[Signature] City Clerk [Signature] Mayor

DATE: 11-9-11



APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
City Attorney