

BOARD OF
COUNTY
COMMISSIONERS



COUNTY
ATTORNEY

Daniel S. McIntyre

Heather Young
Katherine Mackenzie-Smith

ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY

October 7, 2005

Kenneth C. Crooks, Esquire
St. Lucie County Fire District
2400 Rhode Island Avenue
Fort Pierce, Florida 34982

RE: **Interlocal Agreement - Fire/EMS Impact Fee**

Dear Ken:

Enclosed is a copy of the recorded Interlocal Agreement concerning Fire/EMS Impact Fees for your file. By copy of this letter, I am also forwarding a copy of the Agreement to the City of Port St. Lucie.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. McIntyre".

Daniel S. McIntyre
County Attorney

DSM/caf
Enclosures

Copy to: M. Hornbeck, PSL Deputy City Clerk

**Amended Interlocal Agreement
Concerning Fire/EMS Impact Fee Ordinance**

THIS AMENDED INTERLOCAL AGREEMENT (hereinafter referred to as "Amended Agreement"), amending that previous Agreement dated October 18, 2000, is hereby made and entered into this 20th day of September, 2005, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"); the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City"); and the ST. LUCIE COUNTY FIRE DISTRICT, a special taxing district of the State of Florida (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the County has adopted Ordinance No. 00-003, the Fire/EMS Impact Fee Ordinance, effective October 1, 2000; and

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

WHEREAS, the parties entered into a previous Agreement dated October 18, 2000; and

WHEREAS, the parties wish to amend said Agreement; and

WHEREAS, the City wishes to be allowed to collect the Fire/EMS impact fee as an agent for the County in this regard; and

WHEREAS, the County and the District wish to have the City collect the Fire/EMS impact fee as an agent for the County, under the terms and conditions specified hereunder; and

WHEREAS, the District is to be the ultimate recipient and user of Fire/EMS impact fee funds, except such portion of the funds as may be retained by the collecting governmental unit to compensate for the administrative expense of collecting and administering the Fire/EMS Impact Fee Ordinance.

NOW, THEREFORE, in consideration of the mutual promises, premises, covenants, and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. This Amended Agreement is entered into pursuant to Section 163.01, *Florida Statutes*, the Interlocal Cooperation Act of 1969.

Section 2. The parties agree that the County's Fire/EMS Impact Fee Ordinance shall be effective within the City's jurisdiction, unless this Amended Agreement is terminated as hereinafter provided.

Section 3. The County agrees:

a. To permit the City to collect the applicable Fire/EMS impact fee as specified in the County's Fire/EMS Impact Fee Ordinance prior to the issuance of any building permit, mobile home permit, or electrical permit for a recreational vehicle park intended to be constructed within the City's jurisdiction.

b. To permit the City to remit to the District all funds collected within the City's jurisdiction as Fire/EMS impact fees with the exception of four per cent (4%) of the funds collected which amount shall be retained by the City as a fee for the administrative expense of collecting and transmitting the funds. The City shall remit the collected funds monthly to the District, with payment being made to the District by the 15th day of the following month.

c. To collect the applicable Fire/EMS impact fee as specified in the County's Fire/EMS Impact Fee Ordinance prior to the issuance of any building permit, mobile

home permit, or electrical permit for a recreational vehicle park intended to be constructed within the County's jurisdiction, pursuant to the provisions of a separate Interlocal Agreement between the County and the District.

Section 4. The City agrees:

- a. To collect the applicable Fire/EMS impact fee as specified in the County's Fire/EMS Impact Fee Ordinance prior to the issuance of any building permit, mobile home permit, or electrical permit for a recreational vehicle park intended to be constructed within the City's jurisdiction.
- b. To remit to the District all funds collected within the City's jurisdiction as Fire/EMS impact fees with the exception of four per cent (4%) of the funds collected which amount shall be retained by the City as a fee for the administrative expense of collecting and transmitting the funds. The City shall remit the collected funds monthly to the District, with payment being made to the District by the 15th day of the following month.
- c. To contact the County Administrator or his designee when a building permit, mobile home permit, or electrical permit for a recreational vehicle park is applied for within the City's jurisdiction that is not specifically listed in the County's Fire/EMS Impact Fee Ordinance, and to collect the fee as determined for that use by the County Administrator or his designee.
- d. To notify the District Fire Chief or his designee of any application for impact fee refund received by the City.
- e. To notify the District Fire Chief or his designee when a developer within the jurisdiction of the City, in lieu of paying all or part of the Fire/EMS impact fee, offers

to dedicate or convey land to the District for a Fire Station/EMS site that would be eligible for credit under the County Fire/EMS Impact Fee Ordinance.

Section 5. The District agrees:

- a. To provide to the City such administrative procedures and administrative assistance in setting up bookkeeping and other accounting procedures as may be necessary for the City to collect the impact fee.
- b. To maintain all records of the impact fee, including the name, address and amount paid for each building permit, mobile home permit, or electrical permit for a recreational vehicle park issued by the City as furnished by the collecting agency.
- c. To hold the City harmless should any suit or legal action be brought to contest (1) the validity of the County's Fire/EMS Impact Fee Ordinance; (2) the amount of any impact fee imposed pursuant to the County's Fire/EMS Impact Fee Ordinance; or (3) the appropriateness of the use and expenditure of impact fee funds. District agrees to provide any legal defense necessary at no cost to the City. Should any court order any refund of any impact fee or should any refund be agreed to by the District, said refund shall be paid solely by the District.
- d. To provide the City, upon request, financial reports and information showing the amount of impact fees collected and transferred by the City to the District and the amount of expenditures by the District.

Section 6. The District shall have the final authority, pursuant to Section 1-7.9-07 of the St. Lucie County Fire/EMS Impact Fee Ordinance, as to whether to accept an offer by a developer to dedicate or convey land to the District in lieu of payment of all or part of the Fire/EMS impact fee.

Section 7. Nothing in this Amended Agreement is intended to deprive the District of final authority and responsibility for the use and expenditure of impact fee monies collected pursuant to the Fire/EMS Impact Fee Ordinance.

Section 8. This Amended Agreement embodies the whole understanding of the parties. There is no promise, term, condition, or obligation other than contained herein. This Amended Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

Section 9. This Amended Agreement may only be further amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

Section 10. This Amended Agreement shall be effective for a period beginning October 1, 2005. Termination of the Amended Agreement may only occur if: (1) all parties agree to the termination; or (2) imposition of the Fire/EMS impact fee is not allowed by state law; or (3) upon breach of the Amended Agreement by a party and failure to cure the breach within thirty (30) days; or (4) by either party upon one hundred twenty (120) days written notice.

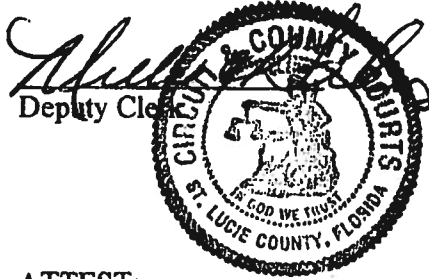
Section 11. This Amended Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

Section 12. All other terms and conditions set forth in the Agreement between the parties hereto dated October 18, 2000, not in conflict with the terms of this Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA



Deputy Clerk

[Signature]
Chairman

ATTEST:

PORT ST. LUCIE CITY COUNCIL

[Signature]
Karen A. Phillips, City Clerk

[Signature]
~~Robert E. Munnix, Mayor~~
Patricia P. Christensen, Vice Mayor

ATTEST:

ST. LUCIE COUNTY FIRE DISTRICT

[Signature]
Gary Perdew, Clerk/Treasurer

[Signature]
Jack Kelly, Chairman

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
County Attorney

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Fire District Attorney