



CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

EXHIBIT E

.....
A CITY FOR ALL AGES
LETTER OF TRANSMITTAL

DATE: SEPTEMBER 20, 2005

TO: DANIEL S. MCINTYRE
COUNTY ATTORNEY
2300 VIRGINIA AVENUE
FT. PIERCE, FL 34982

RE: INTERLOCAL AGREEMENT
LIBRARY IMPACT FEES

FROM: CITY CLERK'S OFFICE
CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

PLEASE FIND ENCLOSED:

- FULLY EXECUTED ORIGINAL CONTRACTS FOR YOUR FILE.
- FULLY EXECUTED COPY OF THE CONTRACT FOR YOUR FILE.
- OTHER:

TWO INTERLOCAL AGREEMENTS FOR THE CHAIRMAN OF THE COUNTY COMMISSION AND COUNTY ATTORNEY'S SIGNATURES. PLEASE RETURN ONE ORIGINAL TO THE ATTENTION OF MARY, CITY CLERK'S OFFICE.

SINCERELY,

MARY HORNBECK
DEPUTY CITY CLERK
CITY CLERK'S OFFICE

**INTERLOCAL AGREEMENT
(LIBRARY IMPACT FEES)**

THIS AGREEMENT entered into this 19th day of SEPT., 2005, 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 participation in the County's library impact fee program.

WHEREAS, County originally adopted a library 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 County's library impact fee ordinance shall be effective within the City's jurisdiction 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 all funds collected as impact fees, after the deduction of four (4%) percent of the funds collected which shall be kept by City as a fee for administration for collecting and transmitting the funds. 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 his 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 his designee.

e. Notify the County Administrator or his designee of any application for impact fee refund received by the City.

f. Notify the County Administrator when a developer in the City, in lieu of paying all or part of the library impact fee, offers to construct part of a library improvement project shown in the St. Lucie County 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 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.

c. To consult with City in regard to expenditures 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 library improvement project shown in the St. Lucie County Comprehensive Plan or appropriate to the implementation thereof and to further notify the City's Manager of any proposed expenditure of such funds and at the request of City's Manager to delay such proposed expenditure for a period of time reasonably sufficient to allow City's Council to advise County's Board of County Commissioners of any objections it may have to said proposed expenditure.

d. 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, said refund shall be paid solely by County.

e. To provide the City, on October 1 of each year, annual financial reports and information showing the amount of impact fees collected and expended within each library benefit district.

5. The Board of County Commissioners shall have the final authority pursuant to Section 1-11-17 of the St. Lucie County Library Impact Fee Ordinance as to whether to accept an offer by a developer to construct part of a library improvement project in lieu of payment of all or part of the library 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 Library 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.

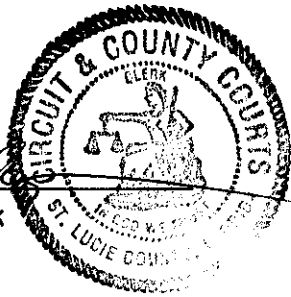
9. This Agreement shall be effective for a period beginning October 1, 2005. Termination of the Agreement may only occur if: (1) all parties agree to the termination; or (2) imposition of the Library impact fee is not allowed by state law, or (3) upon breach of the agreement by a party and failure to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

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:

Melba W. Felt
Deputy Clerk



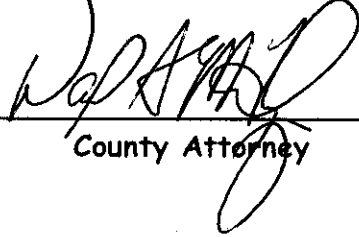
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Francesca L. ...
Chairman




DATE September 20, 2005

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 
County Attorney

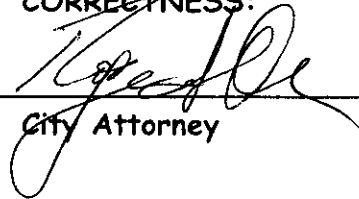
CITY OF PORT ST. LUCIE, FLORIDA


Mayor

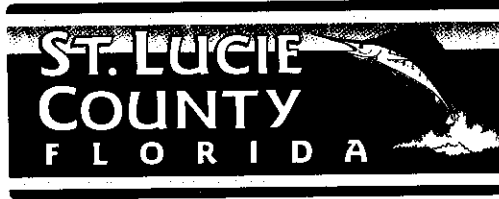
DATE: 9-19-05


City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 
City Attorney

**BOARD OF
COUNTY
COMMISSIONERS**



**COUNTY
ATTORNEY**

Daniel S. McIntyre

Heather Young
Katherine Mackenzie-Smith

ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY

September 21, 2005

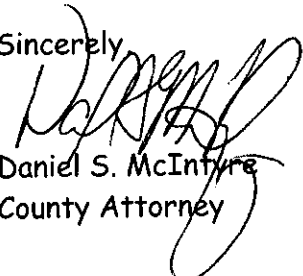
Ms. Mary Hornbeck
Deputy City Clerk
City Clerk's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

RE: Interlocal Agreement - Library Impact Fees

Dear Ms. Hornbeck:

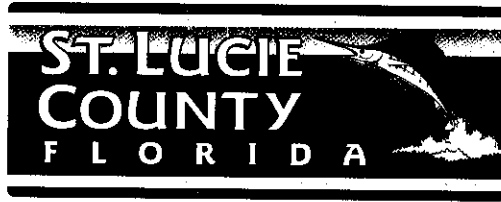
Enclosed is a fully executed original of the Interlocal Agreement regarding Library Impact Fees. I have forwarded an original to the Clerk's office for recording and will forward a copy of the recorded Agreement to you when it is returned.

Sincerely,


Daniel S. McIntyre
County Attorney

DSM/caf
Enclosure

**BOARD OF
COUNTY
COMMISSIONERS**



**COUNTY
ATTORNEY**

Daniel S. McIntyre

Heather Young
Katherine Mackenzie-Smith

ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY

October 5, 2005

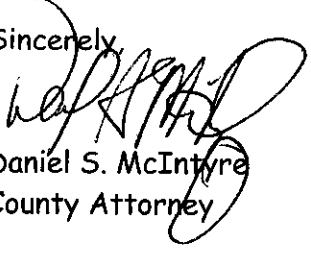
Ms. Mary Hornbeck
Deputy City Clerk
City Clerk's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

RE: Interlocal Agreement - Library Impact Fees

Dear Ms. Hornbeck:

Enclosed is a copy of the recorded Interlocal Agreement referenced above.

Sincerely,


Daniel S. McIntyre
County Attorney

DSM/caf
Enclosure

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(LIBRARY IMPACT FEES)**

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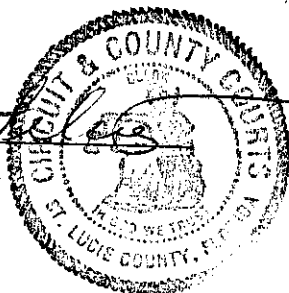
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Deputy Clerk

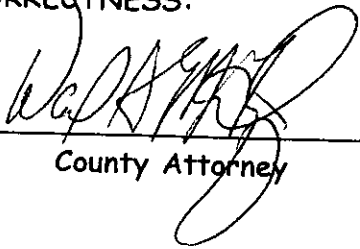


BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA


Chairman

DATE September 22, 2005

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 
County Attorney

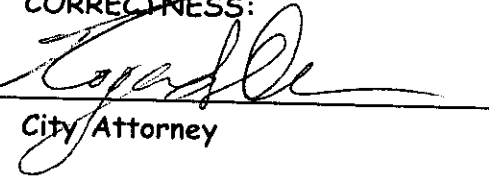
CITY OF PORT ST. LUCIE, FLORIDA


Mayor

DATE: 9-19-05


City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 
City Attorney