

**First Amendment to Parks Impact Fee Funding
Agreement
(Torino Regional Park)
C22-11-967**

THIS FIRST AMENDMENT, made this ____ day of _____, 2025, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**County**”, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter called the “**City**”.

WITNESSETH

WHEREAS, the County adopted a parks impact fee ordinance contained in Chapter 24, Article VI, of the St. Lucie County Code (“Ordinance”), and pursuant to the Ordinance, the County has implemented and collected a Parks Impact Fee in all areas of the County, including the City; and,

WHEREAS, the purpose of the Parks Impact Fee is to ensure that new development bears a proportional share of the cost of capital expenditures necessary to provide parks in the County that adequately serve the needs of all county residents, including county residents residing within the City municipal boundaries, as contemplated in the County comprehensive plan; and,

WHEREAS, the City is developing a regional park facility to serve the needs of future County and City residents generated by new residential construction district at a location identified in Exhibit “1” known as “Torino Regional Park”; and,

WHEREAS, the City requested that, pursuant to Section 24-180 of the Ordinance, the County provide Parks Impact Fee funding to assist in the construction and development of Torino Regional Park, and represented to the County that use of parks impact fee funds qualify as authorized expenditures under Section 24-180 of the Ordinance; and,

WHEREAS, the parties entered into a Parks Impact Fee Funding Agreement on November 1, 2022, to assist in funding the construction and development of Torino Regional Park including the purchase of land; and

WHEREAS, the parties desire to amend Section 1, Reimbursement Grant, to increase the funding amount of the Parks Impact Fee Funding Agreement for the construction and development of Torino Regional Parking including the purchase of land as set forth herein. The parties also desire to amend Section 3, Project Completion Date; Termination to extend the Project Completion Date.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties mutually agree to amend the Agreement as follows:

1. Section 1, **Reimbursement Grant**, is hereby amended to read:

1. **Reimbursement Grant**. The County shall provide the City with a reimbursement grant from the Reserve Park Fund Account, as defined in the Interlocal Agreement regarding Parks Impact Fees between the County and the City dated the 1st day of November 2022, (the "Grant") in the total amount of five million and 0/100 no dollars (\$5,000,000.00). The parties agree that these Grant funds shall only be used for costs of construction and development of Torino Regional Park including the purchase of land and shall not be used for administrative or debt service expenses, or for any other purpose not allowed under the Ordinance. A description of the proposed capital improvements to Torino Regional Park is attached to and made a part of this Agreement as Exhibit "2". Grant payments shall be reimbursed to the City based on documented costs provided by the City. In processing requests for reimbursements, the City shall forward copies to the County of all invoices received from the City's contractor in sufficient detail for audit purposes. The County shall reimburse the City within thirty (30) days of receipt of requests for reimbursement.

2. Section 3, **Project Completion Date; Termination**, is hereby amended to read:

3. **Project Completion Date; Termination**. The City agrees to expend or encumber the Grant funds to pay for capital improvements to Torino Regional Park by December 31, 2027. Either party may terminate this Agreement earlier, with cause, upon thirty (30) days written notice to the other party and failure of the other party to cure the default. The City shall reimburse the County for all Grant funds that were not used as required by this Agreement, as of the date of termination notice. This provision shall survive the termination of this Agreement.

3. Except as amended herein, the remaining terms and conditions of the Funding Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

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

DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

CITY OF PORT ST. LUCIE

ATTEST:

CLERK

BY: _____
MAYOR

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY