

**INTERLOCAL AGREEMENT
(PARKS IMPACT FEES)**

THIS AGREEMENT entered into this ____ day of _____ 2022, 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 program.

PRELIMINARY STATEMENT

- A. The County has adopted a Parks Impact Fee ordinance which was originally effective January 1, 1996, and which is set out in Chapter 24, Article VI of the St. Lucie County Code, (the "Ordinance").
- B. The Parks Impact Fee is to be implemented and collected within the entire County, including areas within the boundaries of all incorporated municipalities of the County.
- C. The Ordinance allows a government unit other than the County to collect the Parks Impact Fee on behalf of the County.
- D. The City and the County desire to reduce their agreement regarding the collection of Parks Impact Fee (as defined herein) to writing in the form of an Interlocal Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Recitations; Authority

- a. The recitations and findings as set forth in the above Preliminary Statement are true and correct and are incorporated by reference.
- b. This Agreement is entered into pursuant to Section 163.01 and 164.1057, Florida Statutes.
- c. The County and the City agree that the City will collect the County's Parks Impact Fee (hereinafter "Parks Impact Fee"), unless this Agreement is terminated as hereinafter provided.

2. City Responsibilities

The City shall:

- a. **Procedures.** Provide to the County by December 1 of each year the City's administrative procedures and other accounting procedures necessary for the City to collect and transmit the Parks Impact Fee to the County.

- b. **Collection.** Within thirty (30) days of the Effective Date of this Agreement, collect the applicable Parks Impact Fee, as defined in the Ordinance, from the feepayer prior to issuing any building permit for a residential unit, issuing a mobile home permit to install any mobile home within the City, or issuing an electrical permit for a recreational vehicle park by the City and to decline to issue such permits to a feepayer who has not paid its Parks Impact Fee.
- c. **Records.** Prepare, with City tracking software, a summary of the Parks Impact Fee paid, which summary shall contain the following:
 - (i) The date paid;
 - (ii) The Parcel ID;
 - (iii) The location of the property for which the applicable permit was issued;
 - (iv) The name and address of the feepayer;
 - (v) The type of structure for which the permit was issued;
 - (vi) Collection Fees (as defined in 2.d. below) retained and documentation to support actual cost of Collection Fees retained; and
 - (vii) The amount of the Parks Impact Fee paid and the amount of park impact fee credits.

The summary shall be provided to the County with each disbursement made pursuant to section 2.d. below. Additionally, by December 1, 2022, and by each December 1 thereafter that this Agreement is in effect, the City shall provide to the County a report that compiles the monthly summaries into an annual statement (for the period of October 1 – September 30). The City will also cooperate with the County on any County audit associated with the Parks Impact Fee.

- d. **Remittance to County.** Remit to County one hundred percent (100%) of all funds collected as Parks Impact Fee, after the deduction of the collection fee of four (4%) percent of the funds collected, which shall be kept by the City as a fee for collecting and transmitting the funds (the 4% “Collection Fee”). The City agrees to hold the County harmless should any suit or legal action result in a determination by a court that the amount collected by the City as collection fee exceeds the City’s actual cost of collection. The City shall remit the collected funds monthly to County, with payment being made to the County by the 15th day of

the following month. The parties agrees that any convenience fee charged for use of credit or debit cards shall be passed on to the feepayer.

- e. **Land Use Determination.** 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 Section 24-172 of the Ordinance and to collect the Parks Impact Fee as determined for that use by the County Administrator or designee.
- f. **Refund; Exemptions.** Contact the County Administrator or designee when a feepayer makes a request for a refund or claims exemption from the County's Parks Impact Fee collected by the City. In the event of a refund, the City's Collection Fee shall not be refunded.
- g. **Credits.** 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 park improvement project shown in the County's Comprehensive Plan or appropriate to the implementation thereof. The City shall not be responsible for maintaining records of County Parks Impact Fee credits. The City will not accept credits until they are verified in writing by the County. Upon the County verifying the requested credit use the City will apply the credit in lieu of requesting the Parks Impact Fee from the feepayer.

3. **County Responsibilities:**

The County shall:

- a. **Fee Schedule; Benefit Zones.** Implement the Adopted Impact Fee Benefit Zones identified in the map attached as Exhibit "A". Implement the adopted Parks Impact Fee schedule attached as Exhibit "B" for new development occurring within the City.
- b. **Annual Reporting.** Provide a written report each year to the City of the unaudited collection and expenditure of the Parks Impact Fee, including current balances maintained for each benefit zone. The County's annual report shall be provided to the City within sixty (60) days after receipt of the City's annual report.
- b. **Land Use Determination.** Provide, via the County Administrator or designee, the City with the fee applicable to the most nearly comparable land use type on the fee schedule, when a feepayer applies for a permit for a land use type that is not specifically listed in the Parks Impact Fee schedule contained in section 24-172 of the County Code.

d. **Exemptions. Refunds. Recalculations. Modifications and Credits.**

- (i) Process all feepayer reimbursement requests.
- (ii) Provide the City with a response regarding eligibility of a feepayer for an exemption from a Parks Impact Fee prior to issue of the applicable permit.
- (iii) Provide the City with a recalculation of the Parks Impact Fee or indicate the Parks Impact Fee has not changed in the event of a change of use, redevelopment, or modification of an existing land use and the feepayer requests a recalculation prior to issuance of a permit.
- (iv) Provide the City with a response regarding a feepayer's eligibility in response to any claim to a Parks Impact Fee adjustment pursuant to section 24-172 of the County Code and provide the adjusted Parks Impact Fee figure (if an adjustment is approved) prior to issuance of a permit.
- (v) Verify the veracity of all Parks Impact Fee credits prior to the credits being accepted by the City and be responsible for maintaining records of Parks Impact Fee credits.

e. **Notice of Change to Ordinance.** Provide the City with sixty (60) days' written notice prior to the adoption of any changes to the Ordinance, with the understanding that the Parks Impact Fee schedule, attached hereto as Exhibit "B", will not change unless and until there is an update to the 2022 PFM study or the commission of a new impact fee study. The methodology for any update to the 2022 PFM study will be applied uniformly in incorporated and in unincorporated areas of the County. The County further agrees that the Parks Impact Fee will not be increased more than once every four (4) years.

f. **Use of Park Impact Fees; Future Revenues.** Expend or encumber Parks Impact Fee funds collected by the City and remitted to the County within seven (7) years from the date collected to pay for land acquisitions or to design, engineer, or construct all or part of the parks improvement projects set out below, including the payment of any debt service which are related to such projects. The County shall determine the allocation of Parks Impact Fee funds to the following parks projects identified in the City's and the County's Parks Master Plan, excluding professional sports facilities and Clover Park:

- i. Aquatics facilities,
- ii. Land Acquisition
- iii. Oxbow Eco-Center,
- iv. Ravenswood Pool improvements and/or expansion,
- v. St. Lucie South County Regional Sports Complex

- vi. The Port St. Lucie Port District,
- vii. Torino Regional Park,
- viii. Tradition Regional Park,
- ix. Trails acquisition, development,
- x. County beaches,
- xi. County Fairgrounds, including the proposed Adventure District,
- xii. River Park Marina,
- xiii. Lawnwood Regional Park, or
- xiv. Any County or City regional park or Special Recreation Area not listed above that is located within the South, Central, or Island Benefit Zones.

The term “encumber” shall mean to commit by contract or purchase order in a manner that obligates the County to expend the encumbered amount upon delivery or completion of goods, services or real property provided by a vendor, supplier, contractor or owner.

- g. **Reserves.** Within five (5) years from the Effective Date, the County further agrees to expend or encumber on the parks projects listed above, those Parks Impact Fee funds which were previously collected by the City and which are currently held in the County’s Parks Impact Fee Account which totals approximately Eleven million nine hundred thousand and 0/100 dollars (\$11,900,000.00) as of the Effective Date (the “Reserve Park Fund Account”). The County further agrees that in the event funds in the Reserve Fund Account are used to pay for a park improvement listed above, and the County is subsequently reimbursed those funds, that the County will deposit those reimbursed funds into the Reserve Fund Account to be used on the park improvements identified in Section 3.f. above.
- h. **City Park Projects.** In the event the Board of County Commissioners determines to allocate Park Impact Fee to a City park project, a separate funding agreement shall be required.
- i. **Allocation of County Park Impact Fees for Torino Regional Park Project.** The County agrees to allocate four million and 0/100 (\$4,000,000) dollars to the City for use to construct Torino Regional Park in accordance with the funding agreement attached as Exhibit “C” to this Agreement.
- j. **Allocation of County Park Impact Fees for Softball Fields.** The County agrees to allocate one million and 0/100 (\$1,000,000) dollars to the City for use to construct softball fields for use by County and City residents in accordance with the funding agreement attached as Exhibit “D” to this Agreement.
- k. **Granting County Park Impact Fee Credits for Tradition Regional Park.** Pursuant

to section 24-175 of the County Code, the County agrees to grant County Park Impact Fee Credits to Mattamy Homes USA for Tradition Regional Park . The City agrees to the following:

Publications; Uniform Access to the Park. All publications, media productions, exhibit graphics, and park plaques or other like park identification with respect to Tradition Regional Park shall include the following statement: Funded in part by the Board of County Commissioners, St. Lucie County, Florida. The City also agrees all residents of the County will be able to use and enjoy Tradition Regional Park on the same basis and cost as residents of the City.

4. **Final Authority – Park Improvement Project.** The Board of County Commissioners shall have the final authority pursuant to Section 24-173 of the St. Lucie County Code 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 Parks Impact Fee and to provide Parks Impact Fee credits.
5. **Annual Meeting.** City staff and County staff agree to meet at least annually by April 1 of each year to discuss the status of each party's master plan and capital improvement plan.
6. **Review.** The City and the County shall each have a reciprocal right to review the records of the other as to receipt, allocation and expenditure of the Parks Impact Fees collected. All such inspections shall be made upon reasonable notice and at reasonable times and places.
7. **Effective Date.** This Agreement shall become effective upon recording the executed Agreement in the public records of St. Lucie County (the "Effective Date") and will continue in full force and effect unless terminated.
8. **Active Defense; Indemnification.** The parties agree that the City is relying on updates performed by the County for the establishment and collection of the Parks Impact Fees and that the City is collecting these fees on behalf of the County. Additionally, to the extent permitted by law, the County shall indemnify and hold harmless the City and all of the City's officers, agents, servants, and employees (collectively "Indemnified Party") from and against any and all causes of action, demands, claims losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, caused or alleged to be caused, in whole or in part, as a result of any intentional, reckless, or negligent act or omission of the County, its officers, employees, agents, servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the County shall, upon written notice to the County, defend each Indemnified Party against each such Claim. The obligations of this section 8 shall survive

termination of this Agreement. Should a Court order any refund of a Parks Impact Fee or should any refunds be agreed to by the County, the refund shall be paid solely by the County and the City to the extent of fees retained by each respective entity.

9. **Term.**

- a. This Agreement shall be effective upon recording the executed Agreement in the public records of St. Lucie County for a period of five (5) years.
- b. Termination of this Agreement may only occur if:
 - i. Both parties agree to terminate; or
 - ii. Imposition of the Parks Impact Fee is not allowed by state law; or
 - iii. Upon breach of this Agreement by a party and failure to cure the breach within a reasonable time period not to exceed sixty (60) days from the receipt of written notice of the breach.
- c. In the event this Agreement is terminated, the City shall retain the Collection Fee through the effective date of termination. No later than thirty (30) days after the termination date, City shall remit the Parks Impact Fee monies collected by the City to the County. 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.
- d. The City Manager and the County Administrator shall meet and confer regarding the potential renewal of this agreement no later than six (6) months prior to the expiration date. The City Manager and the County Administrator may agree to extend this agreement up to six (6) months following its expiration if necessary to complete the renewal process. This Agreement may be renewed after the five-year term upon written approval of the renewal by the governing bodies of the County and the City.

10. **Amendment; Modification.** No modification, amendment, or alterations in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality herewith.

11. **WAIVER OF JURY TRIAL.** NEITHER COUNTY NOR CITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS AGREEMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES.

12. **Resolution of Disputes.** Prior to initiating litigation regarding any dispute arising under

this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. The results of the conflict resolution or any testimony or argument introduced in the conflict resolution shall not be admissible as evidence in any subsequent proceeding concerning the disputed issues.

13. **Notices.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

To the City:

City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a copy to:

City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Clerk
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

To County:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, FL 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, FL 34982

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

14. **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the

parties on the subjects addressed; supersedes all prior and contemporaneous communications, agreements, representations, and understandings; and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
16. **Cooperation.** Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.
17. **Rights Cumulative.** All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.
18. **Beneficiaries.** This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.
19. **Settlement; Admission.** The County and the City recognize and acknowledge that this Agreement memorializes and states a settlement of disputed claims and nothing in this Agreement shall be construed to be an admission of any kind, whether of fault, liability, or of a particular policy or procedure, on the part of the County or the City.
20. **Mutual Negotiation.** The County and the City acknowledge and agree that this Agreement is the product of mutual negotiation and no doubtful or ambiguous language or provision in this Agreement is to be construed against any party based upon a claim that the party drafted the ambiguous provision or language or that the party was intended to be benefited by the ambiguous provision or language.
21. **Public Records.** The City and the County shall mutually allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City and the County in conjunction with this Agreement. Specifically, the City and the County shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the County and/or the City in order to perform the services.
 - b. Provide the public with access to public records on the same terms and conditions that the County and the City would provide the records and at a cost that does not

exceed the cost provided in state law or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, all public records in possession of the City and/or the County upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County or the City in a format that is compatible with the information technology system of the County and/or the City.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 871-5168.

- 22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- 23. **Filing with Clerk.** 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**

Chair

DATE _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

ATTEST:

Clerk

CITY OF PORT ST. LUCIE, FLORIDA

Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney