

**Road Impact Fee  
Funding Agreement  
(Peacock Blvd./St. Lucie West Blvd. Intersection Improvements)**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 City and County desire to have intersection improvements constructed at Peacock Boulevard and St. Lucie West Boulevard in fiscal year 2024 (the “Construction Project”);

**WHEREAS**, the County agrees to contribute One Million Five Hundred Thousand Dollars (\$1,500,000.00) towards the Construction Project by utilizing impact fees collected by the City and remitted to the County in accordance with the April 19, 2022 Interlocal Agreement (“Interlocal Agreement”) recorded in Book 4821, Page 1729, of the Public Records of St. Lucie County, Florida;

**WHEREAS**, the City agrees to perform the procurement, design and construction of the Construction Project;

**WHEREAS**, the funds provided by the County shall only be used towards the construction aspect of the Construction Project;

**WHEREAS**, coordination of the Construction Project between the City and County will minimize impacts to residents and will serve a public purpose; and

**WHEREAS**, County and City agree to cooperate in an economic, timely and efficient manner.

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

1. **Recitals.** The foregoing recitals are true incorporated herein by reference.

2. **City Responsibilities.**

a. The City will begin design of the intersection improvements at Peacock Boulevard and St. Lucie West in fiscal year 2023.

b. The City shall procure a contractor in fiscal year 2024 and shall begin the construction of intersection improvements at Peacock Boulevard and St. Lucie West Boulevard in fiscal year 2024.

3. **County Funding.** The County shall provide the City with funding from the County Road Impact Fee Reserve Fund Account, as defined in section 3.f.ii of the Interlocal Agreement, in the total amount of one million five hundred thousand dollars (\$1,500,000.00) (the “County Funds”). The parties agree that these County Funds shall only be used for costs of construction of the Construction Project, pursuant to section 24-261 of the County Code, and shall not be used for administrative or debt service expenses, or for any other purpose not allowed under the Ordinance. The City acknowledges and agrees with the proposed expenditure by the County of the County Funds from the County’s Road Impact Fee Reserve Fund Account notwithstanding the fact that the Construction Project is not included in the list of projects included in the Interlocal Agreement. The County Funds shall be applied towards the \$32,000,000 expended or encumbered on roadways per the Interlocal Agreement. Payments of the County Funds 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.

4. **Project Completion Date; Termination.** The City agrees to expend or encumber the County Funds to construct the Construction Project. Either party may terminate this Agreement earlier, with cause, upon thirty (30) days written notice to the other party and failure to cure the default. The City shall reimburse the County for all County 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.

5. **Indemnity.** The City is responsible for ensuring that County Funds are spent in accordance with Florida Law. To the extent allowed by law, the City agrees to fully indemnify and hold harmless the County, its officers, employees, and agents of and from all liabilities, damages, claims, recoveries, costs and expenses in any way arising out of the receipt or expenditures of these County Funds by the City.

6. **Compliance with Law; Permits.** The City agrees to comply with all permitting, local, state and federal laws, rules and regulations.

7. **Publications.** The City agrees that all publications, media productions, and exhibit graphics with respect to the Construction Project constructed pursuant to this Agreement shall include the following statement: "Sponsored in part by the Board of County Commissioners, St. Lucie County, Florida."

8. **Notice.** Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

County:	St. Lucie County Administrator Admin Annex, 3 <sup>rd</sup> Floor 2300 Virginia Avenue Fort Pierce, Florida 34982	Copy to:	St. Lucie County Attorney Admin Annex, 3 <sup>rd</sup> Floor 2300 Virginia Avenue Fort Pierce, Florida 34982
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City:	City Manager City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	Copy to:	City Attorney City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984
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9. **Amendment; Modification.** No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

10. **Binding.** Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties. This Agreement is not intended to benefit third parties who are not part of the Agreement.

11. **Resolution of Disputes.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to try to resolve the issues in good faith pursuant to the conflict resolution procedures provided by the Florida 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.

12. **Entire Agreement; Venue.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This agreement shall be interpreted as a whole unit and section headings are for

convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims that are justiciable in federal court.

13. **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.

14. **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.

15. **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.

16. **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. In 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.

**[This space is intentionally left blank]**

**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**

**ATTEST:**

**CITY OF PORT ST. LUCIE**

\_\_\_\_\_  
**CLERK**

**BY:** \_\_\_\_\_  
**MAYOR**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**CITY ATTORNEY**