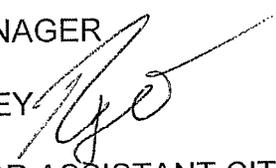


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## MEMORANDUM

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TO: JERRY A. BENTROTT, CITY MANAGER

THROUGH: ROGER G. ORR, CITY ATTORNEY 

FROM: PAM E. BOOKER HAKIM, SENIOR ASSISTANT CITY ATTORNEY 

DATE: SEPTEMBER 19, 2011

SUBJECT: PUBLIC BUILDINGS, ROADS AND PARKS IMPACT FEES

---

Attached please find three Interlocal Agreements between St. Lucie County and the City of Port St. Lucie for the collection of impact fees for public buildings, roads, and parks. The Public Buildings Impact Fee Agreement provides for the County to expend 84% of funds collected on corrections and detention facilities, and the remaining 16% of revenues collected will be spent on court facilities and County constitutional office facilities.

The Road Impact Fee Agreement provides for the City to reduce the road impact fee amount due to the County by an amount up to 50 % of the County's Impact Fee. This is reflected as a credit against the County's Impact Fees. As an example a builder of a retail building is required to pay \$47,660.00 for road impact fees to the County. This Interlocal Agreement would reduce the amount due on a retail building for County Road Impact Fees to \$22,867.80. This reflects a \$24,783.20 dollar savings to the retail builder. An example of this calculation is provided as Exhibits A-1 and A-2 for the Road Impact Fee Agreement for both residential and commercial developments. The Agreement also provides for the County to expend the funds collected on Midway Road, Prima Vista Boulevard, Glades Cut-Off Road, Rangeline Road, Walton Road and St. James Boulevard and 25<sup>th</sup> Street.

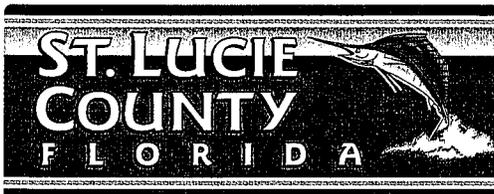
Finally, the Parks Impact Fee Agreement provides for the County to spend funds collected on St. Lucie County Regional Football-Soccer Stadium, Savannas Campgrounds, Ravenswood Pool, St. Lucie County Fair Grounds, Oxbow Eco-Center and River Park Marina. The Agreements would become effective October 1, 2011. All three Agreements have been reviewed by City staff and County staff. The Agreements are approved as to form by the Legal Department. These Agreements are scheduled for the County Commission meeting Tuesday, September 20, 2011. Please place these items on the next available City Council agenda. Should you have any questions or need additional information please contact me at 772-873-6525.

PBH/liw

**RECEIVED**

**SEP 21 2011**

BOARD OF  
COUNTY  
COMMISSIONERS



COUNTY  
ATTORNEY

Daniel S. McIntyre

VIA EMAIL

Heather Young  
Katherine Davis Barbieri  
Heather Smith

ASSISTANT COUNTY ATTORNEY  
ASSISTANT COUNTY ATTORNEY  
ASSISTANT COUNTY ATTORNEY

September 7, 2011

Pam E. Hakim, Esq.  
Assistant City Attorney  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984-5090

RE: **Roads, Parks and Public Buildings Impact Fees**

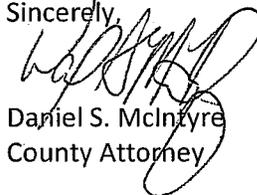
Dear Ms. Hakim:

Enclosed are revised Interlocal Agreements which incorporate the proposed changes that were emailed to me on September 6. In addition, I modified Paragraph 5a in the Roads Impact Fee Interlocal Agreement to clarify that the County will make up any deficits. You indicated that you would be forwarding revised drafts of Exhibits A-1 and A-2 to attach to the Road Impact Fee Interlocal Agreement.

It is my intent to agenda the Interlocal Agreements for Board consideration at the Board's September 20, 2011 meeting which is the Board's last regular meeting in September.

Thank you for your efforts in helping to resolve these issues.

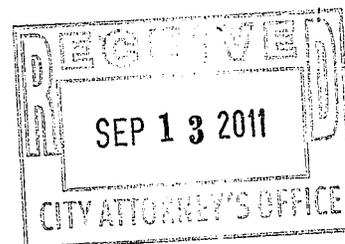
Sincerely,



Daniel S. McIntyre  
County Attorney

DSM/caf  
Enclosures  
Copy to:

County Administrator  
Planning & Development Services Director  
Public Works Director  
Management & Budget Director  
Parks & Recreation Director  
Business Development & Concurrency Manager



**INTERLOCAL AGREEMENT  
(PUBLIC BUILDINGS IMPACT FEES)**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, 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 public buildings impact fee program.

**WHEREAS**, County originally adopted a public buildings 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 City will collect the County's public building impact fee, (hereinafter "Impact Fee") 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 one hundred percent (100%) all funds collected as impact fees, after the deduction of the actual cost of collection not to exceed four (4%)

percent of the funds collected which shall be kept by City as a fee for administration for collecting and transmitting the funds. Both parties agree that the 4% administrative cost represents the actual cost of the City to collect the impact fees as contemplated under Section 163.31801(3)(c), Florida Statutes. 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 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 designee.

e. The City shall refer any applicant to the County Administrator or designee for refund of the County's impact fee collected by the City. The administrative fee of 4% shall not be refunded.

f. Notify the County Administrator when a developer in the City, in lieu of paying all or part of the public building impact fee, offers to construct part of a public building improvement project shown in the City's or County's 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 provide to City a letter and/or written documentation for each application for impact fee credits to be given to any property owner within the City of Port St. Lucie, which property shall be entitled to an impact fee credit and/or exemption. Without said written documentation no such credit, nor exemption shall be granted.

c. 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.

d. To expend the impact funds retained by the County for capital improvements, land acquisition or debt service payments related to the County's public building needs as follows:

(1) Eighty-four (84%) percent of the collection amount received by the County shall be spent on County correction/detention facilities.

(2) Sixteen (16%) percent of the collection amount received by the County shall be spent on court facilities or county/constitutional officer facilities.

County agrees 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, the refund shall be paid by County.

e. County shall notify the City sixty (60) days prior to any change to the County's impact fees.

f. To provide the City, by December 1 of each year, annual reports and information showing the amount of impact fees collected and expended within each public building benefit district for the preceding fiscal year.

5. The Board of County Commissioners shall have the final authority pursuant to Section 1-19-07 of the St. Lucie County Public Buildings Impact Fee Ordinance as to whether to accept an offer by a developer to construct part of a public building improvement project in lieu of payment of all or part of the public buildings impact fee.

6. Nothing in this Agreement is intended to deprive the County of final authority and responsibility for the use and expenditure of impact fee monies received by the County to the Public Building 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 beginning October 1, 2011. Each party shall be required to give 180 days notice of intent to terminate the Agreement. Termination shall be effective the following fiscal year. Termination of this Agreement may only occur if; 1.) both parties agree to the termination, or, 2.) imposition of the public buildings 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 a reasonable time period not to exceed forty-five (45) days, or, 4.) either party gives the 180 day notice of intent to terminate. 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. The Agreement may be extended upon mutual agreement of both parties.

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:**

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

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
**Chairman**

**DATE** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**County Attorney**

CITY OF PORT ST. LUCIE, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
City Attorney

**INTERLOCAL AGREEMENT  
(ROAD IMPACT FEES)**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, 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 Roads Impact Fee program.

**WHEREAS**, County originally adopted a roads impact fee ordinance effective February 1, 1986; 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 City will collect the County's road impact fee (hereinafter "Impact Fee") 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 one hundred percent (100%) of all funds collected as impact fees after crediting the amount of the City's road impact fees as provided for in Section 5(b) of the Agreement. The parties agree that the amount of the credit shall not

exceed fifty percent (50%) of the County's road impact fee, after the deduction of the actual cost of collection not to exceed four (4%) percent of the funds collected which shall be kept by City as a fee for administration for collecting and transmitting the funds. An example of the impact fee calculation worksheet for a retail building and a residential dwelling unit are attached as Exhibits A-1 and A-2.

Both parties agree that the four percent (4%) administrative cost represents the actual cost of the City to collect the impact fees as contemplated under Section 163.31801,(3)(c), Florida Statutes. 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 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 designee

e. The City shall refer any applicant to the County Administrator or designee for refund of the County's impact fee collected by the City, minus the administrative fee of four (4%) percent, or as otherwise prescribed in Section 1-17-32 of the St. Lucie County Code and Compiled Laws.

f. Notify the County Administrator when a developer in the City, in lieu of paying all or part of the road impact fee, offers to construct part of a arterial or major collector road improvement project shown in the St. Lucie County Comprehensive Plan, City of Port St. Lucie 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 notify the City sixty (60) days prior to any changes to the County's road impact fees.

c. 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.

d. To inform the City regarding the expenditure 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 road improvement project or for debt service payments shown as follows or appropriate to the implementation thereof:

Midway Road	Rangeline Road
Prima Vista Boulevard	Walton Road
Glades Cutoff Road	St. James - S. 25 <sup>th</sup> Street

e. To hold City harmless should any suit or legal action be brought to contest the validity of the 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, the refund shall be paid solely by the County and the City to the extent of percentage of fees retained by each respective entity.

f. To provide the City, by December 1 of each year, annual reports and information showing the amount of impact fees collected and expended within each road benefit district of the preceding fiscal year.

5. The City and County jointly agree:

a. To acknowledge that, in recognition of the discounts applied to the retail and industrial road impact fees assessments for economic development purposes, in the event that any deficits are determined to exist the County will make up those deficits through other available revenue sources.

b. To credit one hundred percent (100%) of the amount of the City's road impact fee against the County's road impact fee collected within the City. The parties agree that the amount of the credit shall not exceed fifty percent (50%) of the applicable County impact fee amount. The credit shall also be given to those developers who chose to construct improvements as set out in Paragraph 3f in this Agreement and are granted credits by the City against the City's road impact fee.

6. The Board of County Commissioners shall have the final authority pursuant to Section 1-17-30(B) of the St. Lucie County Roads Impact Fee Ordinance as to whether to accept an offer by a developer to construct part of a road improvement project in lieu of payment of all or part of the road impact fee.

7. Nothing in this Agreement is intended to deprive the County of final authority and responsibility for the use and expenditure of impact fee monies collected pursuant to the Roads Impact Fee Ordinance.

8. 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.

9. 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.

10. This Agreement shall be effective beginning October 1, 2011. Each party shall be required to give 180 days notice of intent to terminate the Agreement. Termination shall be effective the following fiscal year. Termination of this Agreement may only occur if; 1.) both parties agree to the termination, or, 2.) imposition of the roads 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 a reasonable time period not to exceed forty-five (45) days, or, 4.) either party gives the 180 day notice of intent to terminate. 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. The Agreement may be extended upon mutual agreement of both parties.

11. 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:

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman

DATE \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
County Attorney

CITY OF PORT ST. LUCIE, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
City Attorney



**IMPACT FEE CALCULATION FORM**

Date: \_\_\_\_\_

Project Retail Building File # \_\_\_\_\_ Example \_\_\_\_\_  
 Use Retail  
 Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Number of Units \_\_\_\_\_ Gross Sq. Ft. 10,000

**PORT ST. LUCIE IMPACT FEES**

Roads	<u>10,000</u>	X	\$ <u>7.61</u>	=	\$ <u>76,100.00</u>
Parks*	<u>10,000</u>	X	\$ <u>-</u>	=	\$ <u>-</u>
Public Bldg.	<u>10,000</u>	X	\$ <u>0.48</u>	=	\$ <u>4,800.00</u>
Law (per 1,000 s.f.)	<u>10</u>	X	\$ <u>200.23</u>	=	\$ <u>2,002.30</u>
PSL Total Impact Fees					\$ <u>82,902.30</u>

**ST. LUCIE COUNTY IMPACT FEES**

Number of Units	_____		Sq. Ft. (per 1,000)	<u>10,000</u>	
Schools*	<u>10</u>	X	\$ <u>-</u>	=	\$ <u>-</u>
Parks*	<u>10</u>	X	\$ <u>-</u>	=	\$ <u>-</u>
Library*	<u>10</u>	X	\$ <u>-</u>	=	\$ <u>-</u>
Public Buildings	<u>10</u>	X	\$ <u>412.00</u>	=	\$ <u>4,120.00</u>
Fire/EMS	<u>10</u>	X	\$ <u>487.00</u>	=	\$ <u>4,870.00</u>
Law	<u>10</u>	X	\$ <u>287.00</u>	=	\$ <u>2,870.00</u>
				Sub-Total to be paid	\$ <u>11,860.00</u>
				Administrative Fee (4%)	\$ <u>474.40</u>
				Remit to County	\$ <u>11,385.60</u>
				\$	
Roads	<u>10</u>	X	\$ <u>4,766.00</u>	=	\$ <u>47,660.00</u>
				Administrative Fee (4%)	\$ <u>1,906.40</u>
				Sub-Total	\$ <u>45,753.60</u>
				50% reduction to remit to County	\$ <u>22,876.80</u>
				add Administrative Fee (4%)	\$ <u>1,906.40</u>
				Sub-Total to be paid	\$ <u>24,783.60</u>
				County Total Impact Fees	\$ <u>36,643.60</u>
				Total Administrative Fee	\$ <u>2,380.40</u>
				Total to remit to County	\$ <u>34,263.20</u>

\* Residential Only

Total Impact Fees to be paid by contractor \$ 119,545.90

**NOTE: The impact fees to be paid by the contractor listed above expire on September 30, 2011. If a Building Permit is to be issued after that date, a new impact fee form will have to be calculated.**



**IMPACT FEE CALCULATION FORM**

Date: \_\_\_\_\_

Project Single Family File # \_\_\_\_\_ Example \_\_\_\_\_  
 Use Residential  
 Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Number of Units 1 Gross Sq. Ft. \_\_\_\_\_

**PORT ST. LUCIE IMPACT FEES**

Roads	<u>1</u>	X	<u>\$ 2,050.50</u>	=	<u>\$ 2,050.50</u>
Parks*	<u>1</u>	X	<u>\$ 495.85</u>	=	<u>\$ 495.85</u>
Public Bldg.	<u>1</u>	X	<u>\$ 1,883.90</u>	=	<u>\$ 1,883.90</u>
Law (per 1,000 s.f.)	<u>1</u>	X	<u>\$ 158.33</u>	=	<u>\$ 158.33</u>
PSL Total Impact Fees					<u>\$ 4,588.58</u>

**ST. LUCIE COUNTY IMPACT FEES**

Number of Units	<u>1</u>		Sq. Ft. (per 1,000)	_____
Schools*	<u>1</u>	X	<u>\$ 5,734.00</u>	= <u>\$ 5,734.00</u>
Parks*	<u>1</u>	X	<u>\$ 1,443.00</u>	= <u>\$ 1,443.00</u>
Library*	<u>1</u>	X	<u>\$ 205.00</u>	= <u>\$ 205.00</u>
Public Buildings	<u>1</u>	X	<u>\$ 317.00</u>	= <u>\$ 317.00</u>
Fire/EMS	<u>1</u>	X	<u>\$ 525.00</u>	= <u>\$ 525.00</u>
Law	<u>1</u>	X	<u>\$ 124.00</u>	= <u>\$ 124.00</u>
				Sub-Total to be paid <u>\$ 8,348.00</u>
				Administrative Fee (4%) <u>\$ 333.92</u>
				Remit to County <u>\$ 8,014.08</u>
				<u>\$</u>
Roads	<u>1</u>	X	<u>\$ 5,734.00</u>	= <u>\$ 5,734.00</u>
				Administrative Fee (4%) <u>\$ 229.36</u>
				Sub-Total <u>\$ 5,504.64</u>
				50% reduction to remit to County <u>\$ 2,752.32</u>
				add Administrative Fee (4%) <u>\$ 229.36</u>
				Sub-Total to be paid <u>\$ 2,981.68</u>
				County Total Impact Fees <u>\$ 11,329.68</u>
				Total Administrative Fee <u>\$ 563.28</u>
				Total to remit to County <u>\$ 10,766.40</u>

\* Residential Only

Total Impact Fees to be paid by contractor \$ 15,918.26

**NOTE: The impact fees to be paid by the contractor listed above expire on September 30, 2011. If a Building Permit is to be issued after that date, a new impact fee form will have to be calculated.**

**INTERLOCAL AGREEMENT  
(PARKS IMPACT FEES)**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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.

**WHEREAS**, County originally adopted a parks 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 City will collect the County's public building impact fee (hereinafter "Impact Fee"), 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 one hundred percent (100%) of all funds collected as impact fees, after the deduction of the actual cost of collection not to exceed four (4%) percent of the funds collected which shall be kept by City as a fee for administration for collecting and transmitting the funds. Both parties agree that the 4% administrative cost

represents the actual cost of the City to collect the impact fees as contemplated under Section 163.31801(3)(c), Florida Statutes. 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 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 designee.

e. The City shall refer any applicant to the County Administrator or designee for refund of the County's impact fee collected by the City. The administrative fee of 4% shall not be refunded.

f. 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 parks improvement project shown in the City's or County's 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. County shall notify the City sixty (60) days prior to any change to the County's impact fees.

c. 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.

d. To expend the impact fee funds collected within the City to construct part or all of a parks improvement project or for debt service payments shown as follows or appropriate to the implementation thereof:

- St. Lucie County Regional Football-Soccer Stadium
- Ravenswood Pool
- St. Lucie County Fairgrounds
- Oxbow Eco-Center

- Savannas Campgrounds
- River Park Marina

e. 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, the refund shall be paid solely by County.

f. To provide the City, by December 1 of each year, annual reports and information showing the amount of impact fees collected and expended within each park benefit district of the preceding fiscal year.

5. The Board of County Commissioners shall have the final authority pursuant to Section 1-15-37 of the St. Lucie County Parks Impact Fee Ordinance 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 park 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 Park 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 beginning October 1, 2011. Each party shall be required to give 180 days notice of intent to terminate the Agreement. Termination shall be effective the following fiscal year. Termination of the Agreement may only occur if: (1) both parties agree to the termination; or (2) imposition of the parks 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 a reasonable time period not to exceed forty-five (45) days, or, 4.) either party gives the 180 day notice of intent to terminate. 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. The Agreement may be extended upon mutual agreement of both parties.

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:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman

DATE \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
County Attorney

CITY OF PORT ST. LUCIE, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
City Attorney