

**INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY, FLORIDA, AND
THE CITY OF LABELLE, FLORIDA, FOR THE COLLECTION,
DISTRIBUTION AND ADMINISTRATION OF IMPACT FEES**

THIS AGREEMENT entered into this _____ day of _____, 2025, by and between Hendry County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of LaBelle, a Florida municipal corporation, hereinafter referred to as "City," (collectively, "the Parties") providing for the City's participation in the County's Road Impact Fee program.

WHEREAS, Hendry County Board of County Commissioners adopted Ordinance No. 2024-06 ("Ordinance") implementing emergency medical services, transportation, law enforcement, correctional facilities and educational facilities impact fees effective February 10, 2025; and

WHEREAS, City is willing to collect impact fees pursuant to the Ordinance and the County is willing to designate the City as its agent for the collection of the impact fees within the City pursuant to the Ordinance; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (the "Act") set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities that encourage cooperation between local governmental units to make the most efficient use of their powers for their mutual advantage, particularly where that cooperation will result in the provision of services and facilities in a manner and form that benefit their communities; and

WHEREAS, the purpose of this Agreement is to establish procedures for the collection and distribution of the County's impact fees generated from development activity within the City; and

WHEREAS, the County and the City hereby delineate their respective rights and obligations as set forth below;

NOW, THEREFORE, it is agreed as follows:

1. The recitals stated above are expressly adopted and incorporated herein.
2. The Parties are entering into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes and each represents that they have the power and authority necessary to do so.
3. The County and the City agree that the Ordinance implementing impact fees within the County shall be effective within the City's jurisdiction unless and until this agreement is terminated as hereinafter provided.
4. As long as this Agreement remains in effect, the impact fees imposed by the Ordinance will be collected by the City at the time of issuance of a Building Permit as defined in the Ordinance within the boundaries of the City.
5. The City agrees to:
 - a. Collect the applicable impact fee as specified in the Ordinance at the time of issuance of a Building Permit within the City's jurisdiction.

- b. Maintain all records of the impact fees collected from all Building Permit activities on development within the City by reference to the fee payer's name and address, and include the amount paid, in cash or by the use of credits and the specific permit for which the fee was collected.
- c. Remit to the County, on or before the 15th of each month: one hundred percent (100%) of all impact fees collected in the preceding month, after the deduction of one half (½ %) percent for the City's administrative costs associated with collecting and administering the funds; and any interest accrued all in accordance with the requirements of the Ordinance and this Interlocal Agreement.
- d. Because the authorizing statute limits the administrative fee to the actual cost, the City shall provide to the County an annual reconciliation of the City's actual administrative costs compared to the one half percent (1/2%) retained, and the difference shall be remitted by the County to the City, if the actual costs exceed the amounts paid, or refunded to the County from the City if the amounts retained exceeded actual costs.
- e. Establish a separate, interest bearing, trust account for the accumulation and distribution of impact fees collected.
- f. Forward applications or request for impact fee refunds to the County Impact Fee Administrator for determination.
- g. Forward applications or requests for impact fee credits in exchange for construction of non-site related improvements to the County Impact Fee Administrator for determination.
- h. Forward applications for exemption from impact fees to the County Impact Fee Administrator for determination.
- i. Refer all questions regarding Impact Fee administration to the County Impact Fee Administrator for determination, including but not limited to questions or application for impact fee credits, refunds, exemptions and calculations.
- j. To the extent permitted by Florida Law and subject to the limitations of Section 768.28, F.S., hold County harmless should any suit or legal action be brought to contest the amount of the administrative fee retained by City. City agrees to provide any and all legal defense reasonably necessary in regard to these matters at no cost to the County. Should any court order a refund of the amount of the administrative fee retained by the City or should any refund be agreed to by City, the refund shall be paid solely by City.
- k. Provide the County on October 1 of each year, annual financial reports and information pertaining to the collection of impact fees collected by the City.
- l. Provide the County, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours. The City will also provide reasonable assistance to locate,

interpret and copy the records.

6. County agrees to:
 - a. Provide any assistance needed by City to establish administrative procedures, bookkeeping and other accounting procedures necessary for City to collect the impact fee.
 - b. Maintain all records of the impact fee including the name, address, amount paid and benefit district for each Building Permit issued by City or County, as furnished by the collecting agency.
 - c. Establish the necessary Trust Accounts required by the Ordinance for the receipt of impact fee payments.
 - d. Determine the amount of impact fee credit available, in response to an application for such pursuant to the Ordinance consistent with the provisions and procedures established in the Ordinance.
 - e. Determine whether a permit is exempt from impact fees, in response to an application pursuant to the Ordinance consistent with the categories established in the Ordinance.
 - f. Determine whether a refund is owed, in response to an application consistent with the Ordinance. Refunds will be paid by County from the corresponding impact fee accounts.
 - g. Maintain records of the impact fees credits, exemptions and refunds related to development within the City by reference to the fee payer's name and address, and include the amount of credit, exemption, or refund and the specific permit to which those credits, exemptions and refunds relate.
 - h. Hold City harmless should any suit or legal action be brought to contest County's decision in regard to impact fee credit, exemption, refund and the expenditure of impact fee funds or the amount of the administrative fee resulting from collections by City that are forwarded to County. County agrees to provide any and all legal defense reasonably necessary in regard to these matters at no cost to the City. Should any court order a refund of any impact fee or the amount of the administrative fee paid to the County or should any refund be agreed to by County, the refund shall be paid solely by County.
 - i. Provide the City, on October 1 of each year, annual financial reports and information showing the amount of impact fees collected and expended within the City.
 - j. Provide the City, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours, and also provide reasonable assistance to locate, interpret and copy the records.

- k. Expend all impact fees transmitted from the City in accordance with the requirements of the Ordinance.
- 7. The Board of County Commissioners shall have the final authority pursuant to the Ordinance as to whether to issue credits, refunds or exemptions from impact fees.
- 8. If a permit is requested for a type of land development that is not specifically listed in the Code, the City will consult with the County's Impact Fee Administrator or his/her designee, who will determine the amount of the fee to be charged.
- 9. Appeals of administrative decisions related to impact fees will be heard in accordance with the requirements of the Ordinance and shall be made by County. If any decision of the County pursuant to such appeal is later appealed to the Circuit Court, the appeal will be defended by the County at the County's expense, unless the City elects to participate in or provide the defense of the case.
- 10. The adjudication of disputes and disagreements arising from this Agreement will be resolved through mediation between the County and the City pursuant to Chapter 164, Florida Statutes. If mediation fails, disputes will be resolved by presentation of the matter to the 20th Judicial Circuit Court in and for Hendry County, Florida.
- 11. 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 supersedes all previous communications, representations or agreements either verbal or written, between the County and the City.
- 12. If suit or legal action is brought to contest the validity of Ordinance for fees that were assessed within the City, the County will fund the legal defense of the impact fees. If a Court orders a refund of impact fees paid, or if a refund is agreed to by settlement of the suit or legal action, the refund will be paid by the County.
- 13. This Agreement becomes effective on the date that the last party hereto signs the Agreement. Notwithstanding the foregoing, this Agreement will apply retroactively to all impact fees collected by the City since February 10, 2025 for development within the City, if not approved prior to that date.
- 14. Nothing in this Agreement is intended to deprive either Party of final authority and responsibility for the use and expenditure of impact fee funds collected pursuant to the Ordinance that are retained by or remitted to the Parties.
- 15. This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Hendry County, Florida and the Clerk of the City of LaBelle, Florida.
- 16. This Agreement shall be for an initial term of three (3) years from the Effective Date of the Agreement. This initial term shall be automatically renewed for additional one-year terms. This Agreement will terminate 60 days from delivery of written notice of cancellation from either party if: 1) the imposition of the impact fee is not allowed by

state law or, 2) if the County ever rescinds the Ordinance or, 3) if the County ever undertakes responsibility for issuing permits for development within the City's jurisdiction. In the event of termination, City will remit any outstanding balance of impact fees within ten days of the effective date of the termination. 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.

17. This Agreement shall be filed with the Clerk of the Circuit Court of Hendry County, Florida, and the Clerk for the City of LaBelle, Florida, upon execution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

ATTEST:

Kimberley Barrineau, Clerk

ATTEST:

Tijauna Warner, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

Emma J. Byrd, Chair

CITY OF LABELLE, FLORIDA

Julie Wilkins, Mayor