

**INTERLOCAL AGREEMENT FOR COLLECTION OF TRANSPORTATION
CAPACITY IMPACT FEES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) made this ____ day of 20__ and between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter "County") and **Town of LAKE PARK**, a municipality created pursuant to Laws of Florida, (hereinafter "Town") (collectively the “Parties”).

WHEREAS, the Board of County Commissioners adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter; and

WHEREAS, the Town has adopted Town-wide mobility fees pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, § 163.3180, Florida Statutes provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, this Agreement is intended to account for the collection and distribution of all County impact fees within the Town’s jurisdiction; and

WHEREAS, the Parties agree that this Agreement provides for the proportionate mitigation of new development or redevelopment impact on the County’s transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties’ respective transportation fees; and

WHEREAS, the Parties agree that the Town’s Mobility Fees do not account for the impact new development or redevelopment will have on County transportation facilities within its jurisdiction; and

WHEREAS, the Parties agree that the County’s Road Impact Fees do not account for the impact new development or redevelopment will have on Town transportation facilities; and

WHEREAS, therefore the Parties agree that requiring the Town’s building permit applicant’s to pay County Road Impact Fees will not result in applicant’s paying twice for the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the Town’s Mobility Fees shall be the sole responsibility of the Town; and

WHEREAS, Section 13.A.7.A.2 of the Palm Beach County Unified Land Development Code (ULDC) provides that the Town may require direct payment of impact fees to the County pursuant to this Agreement; and

WHEREAS, pursuant § 163.3180, Florida Statutes, Parties to agree that County is authorized to collect its road impact fees directly from Town building permit applicants; and

WHEREAS, the Parties agree to use the method of collection provided in 13.A.7.A.2 of the ULDC to authorize the Town to require that all building permit applicants make direct payment of all County impact fees directly to the County for collection; and

WHEREAS, this interlocal agreement is adopted pursuant to Section 13.A.7A.2 of the ULDC and § 163.3180, Fl. Stat.

WITNESSETH

For and in consideration of the mutual terms and conditions set forth herein, the parties hereto hereby agree as follows:

1. **Direct payment.** The County and the Town agree that the Town shall require the payment of impact fees directly to the County by the feepayer. Where County Impact Fees are required to-

Exhibit "A"

be paid, the Town shall not issue any building permit or development order until such time as such fees are paid to the County by the feepayer.

2. Administration.

(a) The Town shall direct all persons required to pay County Impact Fees to the Palm Beach County Building Division (hereinafter "Building Division") to provide the Building Division with all of or a portion of the plans and specifications with square footage and land use information for review by the Building Division. The Building Division shall review the plans and specifications for purposes of calculating the impact fees required under the ULDC, Article 13. The Town after consultation with the Impact Fee Coordinator, if necessary, shall provide the location and a description of the land use which will be built or, if not restricted to only that use, the permitted land use(s) having the greatest impact on capital facilities. The Town shall designate a contact person for purposes of describing the land use and answering impact fee related questions, such as the proper category of a proposed use for assessing impact fees. The County shall assign an Impact Fee Plan Review (hereinafter "IFPR") number, which shall be the means of tracking the review and approval. The County shall complete its calculation of the impact fees within six (6) business days of its receipt of the portion of the plans and specifications and information as to the land use description and categorization provided by the Town; provided, however, if the feepayer seeks a credit, independent fee calculation, appeals the assessment, or a covenant is necessary, this six (6) day period shall not apply.

(b) The County shall stamp the plans and specifications with a standard-form stamp and shall set forth therein the amount of impact fees paid, the IFPR number, the impact fee zones, and the particular land use involved. On a separate form as established by the Impact Fee Coordinator, the County shall detail the information upon which the fee amount is based. This stamp and form shall constitute official notice that the Impact Fees have been paid. This form shall be provided to the feepayer and Town. The Town shall incorporate into the review plans and specifications the sheet setting forth the square footage and land use with the impact fee stamp of the County, or if the entire set of plans are submitted to the County and the impact fees are calculated and sent to the Town prior to the Town's review of the plans, the Town shall use the stamped plans as its review and approved plans.

(c) The Town may require County-determination of impact fees prior to its acceptance of an application for a building permit or development order, or prior to Municipal review of such application. These plans shall remain on file with the Town. The Town shall not allow any revision to the plans or specifications or any change in land use as submitted to the County pursuant to this paragraph 2 (a) and (b) except those which have been approved by the Building Division and for which impact fees have been paid. Amendments shall be approved with the same formality as the original land use and plans using the stamp and form. This stamp shall constitute official notice that the Impact Fees have been paid.

(d) The County shall designate a contact person or persons for any inquiries that the Town may have relative to impact fees.

(e) The Town shall provide the County with a copy of the primary Building Permit.

3. Refunds. Any refunds requested shall be processed through the County Impact Fee Coordinator. In the event a refund is applied for, the Town shall confirm that the building permit or development order for the development upon which the impact fees were paid is of no further force and effect. The Town shall not thereafter allow any renewal or extension of the building permit or development order until such time as the impact fees have been paid.

4. Failure of Funds Clearing. The County shall notify the Town and feepayer if the funds for impact fees do not clear. The Town shall not perform any further inspections if the building permit is of no further force and effect pursuant to Section 13.A.14.A of the ULDC.

5. Covenant. If a covenant is necessary as determined by the Impact Fee Coordinator, the Town shall not issue the building permit or development order until the Impact Fee Coordinator notifies the Town that the Covenant is executed by the property owner and other necessary persons in recordable form.

Exhibit "A"

6. **Administrative Fee.** The administrative fee set forth in Section 13.A.7, 8 shall accrue to the County and not to the Town. The County shall not charge the Town for any services associated with the collection of impact fees, as set forth in this interlocal agreement or Article 13 of the ULDC.

7. **Credits, Independent Fee Calculations.** Where a feepayer has made a request to the Impact Fee Coordinator for credits, an independent fee calculation, or for any other reason, the Town shall cooperate with the County and feepayer by providing to the County and feepayer information and documents in the Town's control.

8. **Code.** The County shall provide the Town with a copy of Article 13 of the ULDC so that the Town may ascertain what development orders and building permits must be referred to the County for calculation and payment of impact fees.

9. **Prohibition.** The Town shall not collect any impact fees assessed pursuant to Article 13 of the ULDC.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. It may be amended from time to time by the mutual agreement of the parties executed with the same formality as this agreement. Either party may cancel this Agreement with thirty (30) days advance written notification to the other party.

11. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party to enforce this Agreement, each party shall be responsible for its own attorneys' fees and costs. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

12. **Notice.** All notices required or allowed under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the Town shall be sent to:

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

All notice to the County shall be sent to:

Palm Beach County
Impact Fee Office
2300 N. Jog Road
West Palm Beach, FL 33411-2741
Attn: Attn: Derrek Moore, Impact Fee Manager

13. **Joint Effort.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one party than the other.

14. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Legal Compliance.** The County and the Town shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement.

Exhibit “A”

16. Office of the Inspector General. The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties, their officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

17. Public Records. Each party shall be responsible for its own public records related to this Agreement, pursuant to Chapter 119, F.S.

18. Severability. If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

19. Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Town.

20. Assignment. Neither the County nor the Town shall assign, sublet, convey or transfer its interest in this Agreement, in whole or in part, at any time.

21. Effective Date Expiration, Term. This Agreement shall become effective October 1, 2025 until April 1, 2026, for a term of six (6) months. Upon written notice no less than 30 days prior to the expiration date, the parties may agree in writing to extend the term of Agreement.

22. Filing. The County shall, upon the execution by both parties, immediately file this Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed this ___ day of _____, 202__.

TOWN OF LAKE PARK

BOARD OF COUNTY COMMISSIONERS
Palm Beach County, Florida

By: _____
Roger Michaud, Mayor

By: _____
Maria Marino, Mayor

ATTEST:

ATTEST:

Vivian Mendez
TOWN CLERK

Michael Caruso,
Clerk of the Circuit Court and Comptroller

By: _____

By: _____
(Deputy Clerk)

(DATE)

(DATE)

Exhibit “A”

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Town Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Impact Fee Manger