



May 14, 2025

VIA E-MAIL AND U.S. MAIL

County Administration  
P.O. Box 1989  
West Palm Beach, FL 33402-1989  
(561) 355-2040  
FAX: (561) 355-3982  
www.pbc.gov



**Palm Beach County  
Board of County  
Commissioners**

Maria G. Marino, Mayor  
Sara Baxter, Vice Mayor  
Gregg K. Weiss  
Joel G. Flores  
Marci Woodward  
Maria Sachs  
Bobby Powell Jr.

**County Administrator**

Verdenia C. Baker

Francine Ramaglia, Town Manager  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470

Re: Fl. Stat. §163.3180 Compliant Interlocal Agreement

Dear Ms. Ramaglia,

On behalf of the Palm Beach County Board of County Commissioners, I am reaching out to initiate discussions regarding the mitigation of the County and the Town of Loxahatchee Groves' respective transportation capacity impact fees within the Town of Loxahatchee Groves' jurisdiction.

As I am sure you are aware, last year's House Bill 457 amended § 163.3180, Florida Statutes, to require counties and municipalities that charge a fee for transportation capacity impacts to create and execute an interlocal agreement for the purpose of mitigating the impacts of new development or redevelopment on our respective transportation facilities.

To that end, I have attached two proposed interlocal agreements ("ILA's") to this letter for your review and consideration. One presents an option in which each entity will collect its respective portion of a transportation capacity impact fee separately. The other authorizes the Town of Loxahatchee Groves to collect the entire transportation impact fee and remit the portion that represents capacity impacts to County transportation facilities back to the County. Both agreements are predicated on a mutual understanding that the methodology of Palm Beach County's transportation capacity impact fee does not account for development impacts on the Town of Loxahatchee Groves' transportation system and vice versa.

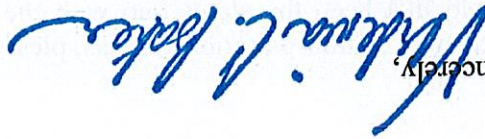
After you have had a chance to discuss the ILA's with your board members, please let us know when you and pertinent staff members are available to convene for further dialogue. If the requirements of Fl. Stat. § 163.3180 do not apply to Town of Loxahatchee Groves' current circumstances or if you would like keep the status quo with the County regarding our respective mitigation of transportation impacts, please let us know.

"An Equal Opportunity  
Affirmative Action Employer"

cc: Palm Beach County Board of County Commissioners  
 Denise Coffman, County Attorney  
 Patrick Rutter, Deputy County Administrator  
 David Ricks, County Engineer  
 Whitney Carroll, PZB Executive Director  
 David Otley, Chief Litigation Attorney  
 Ryan Maher, Assistant County Attorney  
 Derrek Moore, PBC Impact Fee Manager  
 Joanne Keller, Deputy County Engineer  
 Motasem Al-Turk, Director, Traffic Division  
 Thuy Shutt, Director, Planning Division  
 Khurshid Mohyuddin, Planning Division  
 Glen Torcivia, Town Attorney

Enclosures

Verdenia Baker  
 County Administrator

Sincerely,  


care.

I look forward to further discussions on this matter. Thank you and take



## **INTERLOCAL AGREEMENT FOR COLLECTION OF 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 **City of \_\_\_\_\_**, a municipality created pursuant to Laws of Florida, (hereinafter "City") (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 City has adopted citywide 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 City'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 City'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 City transportation facilities; and

**WHEREAS**, therefore the Parties agree that requiring the City'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 City's Mobility Fees shall be the sole responsibility of the City; and

**WHEREAS**, Section 13.A.7.A.3 of the Palm Beach County Unified Land Development Code (ULDC) provides that the City may collect impact fees under the aforementioned section acting only as collecting agent for PBC. Such municipalities shall be responsible to PBC for the proper collection and remittance of impact fees, but shall not be liable for the inadvertent miscalculation of impact fee amounts.

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

**WHEREAS**, the Parties agree to use the method of collection provided in 13.A.7.A.3 of the ULDC to authorize the City to require that all building permit applicants make payment of all County impact fees to the City for collection and remittance to the County Finance Department within 15-calendar days following the month in which the impact fees are collected; and

**WHEREAS**, this interlocal agreement is adopted pursuant to Section 13.A.7.A.3 of the ULDC and § 163.3180, Fl. Stat.

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

4. **Failure of Funds Clearing.** The County shall notify the City and fee payer if the funds for impact fees do not clear. The City shall not perform any further inspections if the outstanding fees are not paid within 10 days, pursuant to Section 13.A.14.A of the UDC.

3. **Refunds.** Any refunds requested shall be processed through the County Impact Fee Manager. In the event a refund is applied for, the City 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 City 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.

(d) The Impact Fee Manager shall furnish such information and advice to the municipalities necessary to ensure proper collection, remittance, accounting, controls, and auditability.

(c) If receipts are transferred in accordance with this Section, the City may retain any interest earned on impact fees collected prior to the transfer of the funds to PBC in addition to the administrative fee to offset the costs of collecting, remitting, and accounting for the funds. Records shall be maintained by the Local Government to ensure proper accounting controls. PBC shall have the authority to audit the records of any municipality to ensure the procedures and standards of this Section are being met by the municipality. Public reports on impact fees shall be provided by the Impact Fee Manager, on at least an annual basis, and distributed to each municipality. Such reports will account for receipts of impact fees for each impact fee, by benefit zone and municipality, and encumbrances and expenditures of the funds by benefit zone.

(b) In the event a municipality fails for two or more consecutive months or for any three months in a calendar year period to remit impact fees by the 25th calendar day of the month following the end of the month in which the impact fees are collected, the municipality shall pay simple interest at the Statutory rate on the entire amount collected but not yet remitted to PBC. Interest shall accrue beginning the first day of the month following the end of the month in which the impact fees were collected by the municipality. For the purposes of this Section, funds shall be considered to have been remitted to PBC on the date postmarked, if transmitted by certified mail with the proper postage.

(a) The City collecting the impact fee shall be entitled to retain three and two-fifths percent of the funds collected as an administrative fee not to exceed the costs associated with the collection of the impact fees. All impact fees collected by the municipalities, less the administrative fee, shall be remitted to the County Finance Department within 15-calendar days following the month in which the impact fees are collected. One draft may be used to remit the funds to PBC. Funds received from the municipalities shall be deposited promptly in the appropriate impact fee trust fund.

2. **Administration.**

1. **Municipality as Collecting Agent.** The County and the City agree that the City shall collect impact fees under this Section acting only as collecting agents for PBC. Such City shall be responsible to PBC for the proper collection and remittance of impact fees, but shall not be liable for the inadvertent miscalculation of impact fee amounts. Where County Impact Fees are required to be paid, the City shall not issue any building permit or development order until such time as such fees are paid by the fee payer.

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

WITNESSETH

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

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

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and includes PBC Article 13 of the ULDC by reference. 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 ninety (90) days advance written notification to the other party.

9. **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.

10. **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 City shall be sent to:

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: Derrek Moore, Impact Fee Manager

11. **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.

12. **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.

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

14. **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.

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

16. **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, imperatve, or void, such holding shall not affect the remaining portions of this Agreement.

17. **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 City.

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

19. **Effective Date.** This Agreement shall become effective \_\_\_\_\_, 2025.

20. **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 \_\_\_\_\_, 2025.

CITY  
BOARD OF COUNTY COMMISSIONERS  
Palm Beach County, Florida

By: \_\_\_\_\_, Mayor

ATTEST:

Joseph Abruzzo,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
(Deputy Clerk)

(DATE)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Impact Fee Manager

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(DATE)

By: \_\_\_\_\_

TOWN CLERK

ATTEST:

By: \_\_\_\_\_

## INTERLOCAL AGREEMENT FOR COLLECTION OF 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 **City of \_\_\_\_\_**, a municipality created pursuant to Laws of Florida, (hereinafter "City") (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 City has adopted citywide 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 City'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 City'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 City transportation facilities; and

**WHEREAS**, therefore the Parties agree that requiring the City'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 City's Mobility Fees shall be the sole responsibility of the City; and

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

**WHEREAS**, pursuant § 163.3180, Florida Statutes, Parties agree that County is authorized to collect its road impact fees directly from City 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 City 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.7.A.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 City agree that the City shall require the payment of impact fees directly to the County by the feepayer. Where County Impact Fees are required to-be paid, the City shall not issue any building permit or development order until such time as such fees

are paid to the County by the fee payer.

## 2. Administration.

(a) The City shall direct all persons required to pay County Impact Fees to the Palm Beach County Building Division (hereinafter "Building Division") to provide the Impact Fee Office with all or a portion of the plans and specifications with square footage and land use information for review by the Impact Fee Office. The Impact Fee Office shall review the plans and specifications for purposes of calculating the Impact Fees required under the ULDC, Article 13. The City after consultation with the Impact Fee Manager, 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 City 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 Municipal (hereinafter "MU") 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 City; provided, however, if the fee payer 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 MU number, the impact fee zones, and the particular land use involved. On a separate form as established by the Impact Fee Manager, 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 fee payer and City. The City 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 City prior to the City's review of the plans, the City shall use the stamped plans as its review and approved plans.

(c) The City may request 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 City. The City 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 Impact Fee Office 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 City may have relative to impact fees.

(e) The City 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 Manager. In the event a refund is applied for, the City 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 City 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 City and fee payer if the funds for impact fees do not clear. The City 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 Manager, the City shall not issue the building permit or development order until the Impact Fee Manager notifies the City that the Covenant is executed by the property owner and other necessary persons in recordable form.

6. **Administrative Fee.** The administrative fee set forth in Section 13.A.7, 8 shall accrue to

the County and not to the City. The County shall not charge the City 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 Manager for credits, an independent fee calculation, or for any other reason, the City shall cooperate with the County and feepayer by providing to the County and feepayer information and documents in the City's control.

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

9. **Prohibition.** The City 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 ninety (90) 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 City shall be sent to:

All notice to the County shall be sent to:

Palm Beach County  
Building Division  
2300 N. Jog Road  
West Palm Beach, FL 33411-2741  
Attn: Doug Wise, Director

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 City shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement.

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 City.

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

**21. Effective Date.** This Agreement shall become effective January 3, 2022.

**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\_\_.

CITY

BOARD OF COUNTY COMMISSIONERS  
Palm Beach County, Florida

ATTEST:

ATTEST:

TOWN CLERK

Joseph Abruzzo,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_

By: \_\_\_\_\_

(DATE)

(DATE)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Impact Fee Manager