INTERLOCAL AGREEMENT
BETWEEN MARTIN COUNTY AND CITY OF STUART
FOR COLLECTION OF IMPACT FEES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the City of Stuart, Florida, a municipal corporation organized under the laws of the State of Florida ("City"), and Martin County, a political subdivision of the State of Florida ("County").

WHEREAS, the City and the County are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the calculation of the impact fees assessed shall be based on the most recent and localized data and shall account for the revenues and expenditures of impact fees in a separate accounting fund; and

WHEREAS, pursuant to Article 6, Impact Fees, Land Development Regulations, Martin County Code (ARTICLE 6) impact fees are imposed on a countywide basis for: Roads (transportation and pedestrian), Public Buildings, Law, Emergency Services, Parks and Recreation (active parkland and beach access), Conservation (open space), and Library; and

WHEREAS, Article 6, provides that a municipality and the County may, by interlocal agreement, eliminate or adjust an impact fee based upon evidence that the municipality is providing all or a portion of the types of facilities for which impact fees are imposed; and

WHEREAS, Article 6 authorizes the County to designate the City as its collection agent through an interlocal agreement, and

WHEREAS, the City and the County agree that portions of the impact fees set forth in Article 6 are duplicative because the City is providing all or a portion of the facilities or services for which the fees are levied; and

WHEREAS, the parties to this agreement desire to encourage urban area infill and redevelopment that can accommodate the demand for future development while reducing the cost of additional transportation improvements and decreasing trip generation rates as well as reducing the average length of trips. Because new development located in Stuart will put less strain on the street network, transportation impact fees should be less within urban areas than standalone suburban development in unincorporated Martin County; and

WHEREAS, Article 6, defines sustainability projects as projects that are designed to enhance and maintain the character of Martin County including the implementation of selected best development practices and the provision of streetscape improvements and bicycle and pedestrian facilities, and provides that they are an allowable use of impact fees; and

WHEREAS, the City and the County have determined that it is in the best interest of both parties to terminate the prior Interlocal Agreement for Collection of Impact Fees dated April 10, 2000, between the City and County and to enter into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in the Interlocal Agreement, the parties agree as follows:

1. This Interlocal Agreement is entered into pursuant to §163.01, Florida Statutes, the Florida Interlocal Cooperation Act.

2. On behalf of Martin County, the City shall collect those impact fees as set forth in Article 6 after applying any modifications contemplated by this agreement for developments within the municipal boundaries of the City of Stuart based on the percentages of fees to be collected within the City limits as outlined in Exhibit A.

3. The impact fees being collected pursuant to this agreement shall be paid to the City prior to the issuance of any building permit or Certificate of Public Facilities Reservation (if applicable) or renewal or extension thereof. In the event of an objection regarding the amount of the fee the City Manager or designee shall have the authority to postpone the collection of the impact fees to a time prior to the issuance of a Certificate of Occupancy or such other time as is deemed appropriate under the circumstances. The collected fees, less an administrative fee of three percent (3.00%) shall be remitted by the City to the County by the fifteenth (15^{th}) day of the month following the calendar month in which the impact fees were collected.

4. ***Transportation (Roads and pedestrian).*** Pursuant to Article 6, it is hereby acknowledged and agreed as follows:

a. The City and the County have reviewed the benefit district for transportation as well as the services being provided by the City of Stuart and agree that the impact fees generated within the City Limits shall be restricted to pay for County improvements within EXHIBIT A expenditure area for roads (transportation and pedestrian)

b. Development within the municipal boundaries of the City shall be required to pay fifty (50) percent of the Transportation Impact (Roads) Fee, and 100 percent of the Transportation Impact (bike pedestrian) Fee.

5 ***Public Building***. Pursuant to Article 6, the City has provided evidence that it funds and provides for a portion of the facilities for which the Public Buildings Impact Fee is collected by providing public facilities within the City of Stuart. Accordingly, development within the corporate limits of the City shall be required to pay Thirty-three percent (33%) of the Public Buildings Impact Fee.

6 ***Corrections and Law Enforcement.*** Pursuant to Article 6, the City has provided evidence that if funds and provides law enforcement services within the City of Stuart which reduces the demand for law enforcement service. Development within the corporate limits of the City shall be required to pay fifty percent (50%) of the Corrections and Law Enforcement fee for Correction services.

7 ***Emergency Services.*** Pursuant to Article 6, the City has provided evidence that it funds and provides adequately within its corporate limits for Fire Rescue. Accordingly, development within the corporate limits of the City shall not be required to pay the fire protection, emergency medical services and fire prevention components of the Emergency Services Impact Fee. The City shall continue to pay the Animal Control and Emergency Shelter

expenditures. The amount shall equal ten percent (10%) of the Fire Rescue Impact fee.

8. ***Countywide Parks.*** Pursuant to Article 6, the City has provided evidence that the City funds and provides adequately within its corporate limits for parks. Accordingly, development within the corporate limits of the City shall not be required to pay the parks component of the Active Parkland Impact Fee. The City shall continue to pay one hundred (100%) percent for the beach facilities portion of the Countywide Parks impact fee.

9. ***Conservation/Open Space.*** Pursuant to Article 6, the City has provided evidence that as part of the City's land development regulations, the City has developed incentives which create open space areas within future developments to preserve views, vistas, and native vegetation. Because the City of Stuart has implemented extensive conservation and open space programs within the municipal boundaries of the City which compliments the County conservation programs, development within the corporate limits of the City shall be required to pay fifty percent (50%) of the Conservation and Impact Fee.

10. ***Library.*** Development within the corporate limits of the City shall be required to pay one hundred percent (100%) of the Library Impact Fee.

11. Except as modified through this Agreement and where a deferral or exemption is permitted, Section 6.5 of Article 6, Impact Fees, provides that any person who develops land located in Martin County shall be required to pay the impact fees established in Article 6. Section 6.5 further provides that

any existing land use that is changed, redeveloped, replaced, modified or expanded shall be required to pay impact fees based on the net increase in impact for the new use as compared to the previous use. In this regard, Section 6.11.A. of Article 6 provides for certain exemptions for the payment of impact fees.

Exemptions. An exemption must be claimed by the fee payer prior to the issuance of a building permit. Any exemption not so claimed shall be deemed waived by the fee payer. The following shall be exempted from payment of impact fees:

a. Alteration, expansion or replacement of an existing residential building where no additional dwelling units are created, where the use is not changed, and no additional vehicular trips will be produced over and above that produced by the existing use.

b. Alteration, remodeling or replacement of an existing nonresidential building or structure where the use is not changed and the square footage and/or parking is not increased.

c. The construction of accessory buildings or structures that do not create an additional impact on public capital facilities or produce additional vehicular trips over and above that produced by the principal building or use of the land.

12. In reference to development within the corporate limits of the City, consistent with the provisions of Article 6, the City Manager or designee shall determine whether the proposed development shall be required to pay

impact fees. It is contemplated by the parties that there will be circumstances where the developer/applicant seeks a deviation from the impact fee schedule. In this event, the City Manager or designee shall have the right to review the request and if competent substantial evidence is provided which supports the deviation, the City Manager or designee shall have the absolute right to determine the fee to be paid in accordance with the evidence presented. The City Manager or designee may consult with the County to determine whether a proposed use will cause an impact for which a fee should be assessed or to present a request for deviation from the schedule. The City shall be entitled to a response to its inquiry regarding an impact fee calculation within 14 days of the written request.

13. The parties hereby acknowledge that the City is simply collecting the County Impact Assessment pursuant to the policies determined by the County. The City is not responsible for determining the reasonableness of the impact fee schedule as adopted by the County and is essentially acting as a conduit for the collection of same.

14. The City and the County hereby acknowledge that the Martin County Comprehensive Growth Management Plan requires that a biannual impact fee review be conducted.. At the time of the any adopted changes to Article 6, the City and County will consider revisions to this Agreement.

15. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

16. Any amendments to this agreement must be in writing.

17. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County. The prior Interlocal Agreement for Collection of Impact Fees between the City and County shall be deemed terminated upon the effective date of this Agreement.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Agreement shall be instituted in Martin County.

19. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

20. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: Hand delivery to the other party; or Mailed; or Email with attached document for everything except termination of agreement.

For purposes of notice the addresses are as follows:

CITY	COUNTY
City Manager	County Administrator
121 SW Flagler Ave.	2401 SE Monterey Rd.
Stuart, FL 34994	Stuart, FL 34996
ddyess@ci.stuart.fl.us	tkryzda@martin.fl.us
Required Copy to:	Required Copy to:
City Attorney	County Attorney
121 SW Flagler Ave.	2401 SE Monterey Rd.
Stuart, FL 34994	Stuart, FL 34996
mmortell@ci.stuart.fl.us	swoods@martin.fl.us

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of delivery, whether by hand, mail or email delivery receipt.

22. Any notice, prior to the initiation of legal action by either the County or the City to enforce the provisions of this Agreement, the County and City shall be processed pursuant to Florida Statute 164. In the event legal action is initiated, the prevailing party shall be entitled to recover a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

ATTEST:

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA

_____
Edward V. Ciampi, Chairperson

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sarah Woods, County Attorney
Date: _____

ATTEST:

_____
Mary Kindel, City Clerk

CITY OF STUART, FLORIDA

_____
Kelly Glass Leighton, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Michael J. Mortell, City Attorney
Date: _____

EXHIBIT A
APPLICABLILTY OF IMPACT FEES WITHIN THE CITY OF STUART

FEE CATEGORY	Collection %	Expenditure Area
Transportation Roads Bike/pedestrian pathways	 50% 100%	Roads connecting to Stuart municipal boundaries, extending 2 miles outside the city limits.
Public Buildings	33%	Countywide
Law	50%	Countywide
Emergency Services	10%	Countywide
Parks and Recreation Active Parkland Beach facilities	 0% 100%	Countywide
Conservation	50%	Countywide
Libraries	100%	Countywide