

INTERLOCAL AGREEMENT FOR TRANSPORTATION 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 **Village of Wellington**, a municipality created pursuant to Laws of Florida, (hereinafter “Village”) (collectively the “Parties”).

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

WHEREAS, the Village has adopted its own transportation capacity impact fees pursuant to Sections 163.3180 and 163.31801, Florida Statutes; and

WHEREAS, Section 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, the term “transportation capacity impact fees” means road impact fees, mobility fees, multimodal fees, and any other transportation-related impact fee authorized by law; and

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

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

WHEREAS, the Parties agree that the Village’s Multi-Modal Impact Fees do not account for the impact new development or redevelopment will have on County or State transportation facilities within its jurisdiction; and

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

WHEREAS, the Parties agree that requiring the Village’s building permit applicants to pay the County and Village’s Transportation Capacity Impact Fees will not result in applicants paying twice for the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the Village’s Multi-Modal Impact Fees shall be the sole responsibility of the Village; and

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

WHEREAS, pursuant § 163.3180, Florida Statutes, the Parties agree that the Village is authorized to collect County Transportation Capacity Impact Fees from Village 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 Village to require that all building permit applicants make payment of all County impact fees to the Village 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.

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

1. **Municipality as Collecting Agent.** The County and the Village agree that the Village shall collect impact fees under this Section, acting only as collecting agents for the County. The Village shall be responsible to the County for the proper collection and remittance of such 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 Village shall not issue any building permit until such fees are paid by the applicant.

2. **Methodology and Administration.**

- (a) The Parties agree that new development and redevelopment both inside the Village's boundaries and outside the Village's boundaries create transportation-related impacts to Wellington's transportation infrastructure. To account for the proportionate impacts of such development, the Parties agree that the methodology for mitigating the transportation-related capacity impacts belonging to each Party shall be based upon the Parties' respective lane miles. The County currently has 3,600 lane miles, and the Village currently has 394 lane miles. Accordingly, the Village's lane miles represent 10.94 percent of the County's lane miles.
- (b) The Village will collect the County impact fee whenever it issues building permits and shall be entitled to retain 10.94 percent of the funds collected, both to offset its administrative costs and to mitigate all transportation-related impacts resulting from new development or redevelopment. The remaining County impact fees collected by the Village 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 the County. Funds received from the municipalities shall be deposited promptly in the appropriate impact fee trust fund.
- (c) In the event the Village fails for two (2) or more consecutive months or for any three months in a calendar year 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 Village shall pay simple interest at the statutory rate on the entire amount collected but not yet remitted to the County. Interest shall accrue beginning the first day of the month following the end of the month in which the affected impact fees were collected by the municipality. For the purposes of this section, funds shall be considered to have been remitted to the County on the date postmarked, if transmitted by certified mail with the proper postage.
- (d) If receipts are transferred in accordance with this section, the Village may retain any interest earned on impact fees collected prior to the transfer of the funds to the County in addition to the administrative fees set forth in subparagraph 2(b) above. Records shall be maintained by the Village to ensure proper accounting controls. The County shall have the authority to audit the records of the Village to ensure the procedures and standards of this Section are being met. Public reports on impact fees shall be provided by the County 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.
- (e) The County Impact Fee Manager shall furnish such information and advice to the Village to ensure proper collection, remittance, accounting, controls, and auditability.

3. **Refunds.** Any refunds requested shall be processed through the County Impact Fee Manager. In the event a refund is applied for, the Village 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 Village shall not thereafter allow any renewal or extension of the building permit

or development order until the impact fees have been paid.

4. **Failure of Funds Clearing.** The County shall notify the Village and the fee payer if the funds for impact fees do not clear. The Village 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 ULDC.

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

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

7. **Code.** The County shall provide the Village with access to Article 13 of the ULDC so that the Village 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 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 notices to the Village shall be sent to:

Village of Wellington
Village Manager's Office
12300 Forest Hill Boulevard, FL 33414
Attn: Jim Barnes, Village Manager

All notices 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 (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

13. **Legal Compliance.** The County and the Village 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 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, inoperative, 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 Village.

18. **Assignment.** Neither the County nor the Village 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.

VILLAGE

BOARD OF COUNTY COMMISSIONERS
Palm Beach County, Florida

By: _____
Michael J. Napoleone, Mayor

By: _____
Maria G. Marino, Mayor

ATTEST:

ATTEST:

Chevelle D. Hall, MMC,
Village Clerk

Joseph Abruzzo,
Clerk of the Circuit Court and Comptroller

By: _____

By: _____
(Deputy Clerk)

(DATE)

(DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Impact Fee Manager