



9507 N. Oceanshore Blvd.
St. Augustine, FL 32080

Phone: (386) 232-8060
Townofmarineland.org

TO: Town Commission
FROM: Janis K. Fleet, AICP
DATE: July 13, 2022
SUBJECT: Interlocal Agreements for Impact Fees

Attached are Interlocal Agreements on Impact Fees between Flagler County, Beverly Beach, Bunnell, Flagler Beach, Palm Coast and Marineland for Commission approval. The Interlocal Agreements are for Emergency Services, Fire Services, Law Enforcement, Library, Parks and Recreation, and Transportation. The impact fees provide for capital construction and must be paid prior to issuance of a building permit. Since Flagler County issues building permit for Marineland, they will be responsible for collecting the impact fees. Adam Mengel, Flagler County Growth Management Director, will attend the July Commission meeting to answer any questions.

FLAGLER COUNTY IMPACT FEES
INTERLOCAL AGREEMENT JURISDICTION LISTING

| | JURISDICTION | | | | | | |
|-----------------------------------|----------------|---------------|---------|-----------------------|-----------------|------------|------------|
| IMPACT FEE | Flagler County | Beverly Beach | Bunnell | Flagler Beach | Flagler Schools | Marineland | Palm Coast |
| Educational Facilities | X | | X | X | X | | X |
| Emergency Medical Services | X | X | X | Approved 6-23-2022 | | X | X |
| Fire Rescue | X | X | X | | | X | |
| Law Enforcement | X | X | | | | X | X |
| Library | X | X | X | Rejected 6-23-2022 | | X | X |
| Parks and Recreational Facilities | X | X | X | | | X | |
| Transportation | X | X | | | | X | |

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY EMERGENCY MEDICAL SERVICES IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, the CITY OF FLAGLER BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Flagler Beach”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of emergency medical services (“Emergency Medical Services Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

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

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Emergency Medical Services Impact Fee. An Emergency Medical Services Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Emergency Medical Services Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Emergency Medical Services Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Emergency Medical Services Impact Fee on behalf of the County.

b. Collection of Emergency Medical Services Impact Fee. It is agreed by the parties that the Municipalities will collect the Emergency Medical Services Impact Fee on behalf of the County prior to or coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Emergency Medical Services Impact Fees separate and distinct from all other revenues. The rate for the Emergency Medical Services Impact Fee to be collected shall be as follows:

| ITE LUC | Land Use | Unit | EMS |
|------------------------------------|--|----------|-------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$62 |
| 221 | Multi-Family | du | \$32 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$45 |
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$57 |
| 310 | Hotel | room | \$37 |
| 320 | Motel | room | \$31 |
| 620 | Nursing Home | bed | \$41 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$2 |
| 416 | RV Park | site | \$18 |
| 420 | Marina | berth | \$5 |
| 430 | Golf Course | hole | \$31 |
| 445 | Movie Theater | screen | \$194 |
| 492 | Health/Fitness Club | 1,000 sf | \$90 |
| INSTITUTIONAL: | | | |
| 520 | Elementary School (Private) | student | \$4 |
| 522 | Middle/Junior High School (Private) | student | \$3 |
| 525 | High School (Private) | student | \$3 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$4 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$3 |
| 560 | Church | 1,000 sf | \$15 |
| 565 | Day Care Center | 1,000 sf | \$30 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$49 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$37 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$36 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$45 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$64 |

| RETAIL: | | | |
|--------------------|---|-------------|-------|
| 822 | Retail/Shopping Center 40,000 sfgla of less | 1,000 sfgla | \$78 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$97 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$53 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$59 |
| 849 | Tire Superstore | bay | \$79 |
| 850 | Supermarket | 1,000 sf | \$92 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$239 |
| 862 | Home Improvement Superstore | 1,000 sf | \$73 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$69 |
| 890 | Furniture Store | 1,000 sf | \$12 |
| SERVICES: | | | |
| 911 | Bank/Savings Walk-In | 1,000 sf | \$44 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$55 |
| 931 | Quality Restaurant | 1,000 sf | \$215 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$203 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$363 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$60 |
| 942 | Automobile Care Center | 1,000 sf | \$62 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$55 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$86 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$112 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$298 |
| INDUSTRIAL: | | | |
| 110 | General Light Industrial | 1,000 sf | \$18 |
| 130 | Industrial Park | 1,000 sf | \$13 |
| 140 | Manufacturing | 1,000 sf | \$21 |
| 150 | Warehousing | 1,000 sf | \$4 |
| 151 | Mini-Warehouse | 1,000 sf | \$1 |

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Emergency Medical Services Impact Fee, as an administrative charge to defray the costs of collecting and administering the Emergency Medical Services Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

d. Remittance of Emergency Medical Services Impact Fee. The Municipalities shall remit the collected Emergency Medical Services Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or

before the fifteenth (15th) day of the month immediately following the end of the quarter, i.e., by April 15th for the First Quarter, by July 15th for the Second Quarter, by October 15th for the Third Quarter, and by January 15th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Emergency Medical Services Impact Fees, remit to the County a report accounting for the total Emergency Medical Services Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Emergency Medical Services Impact Fees paid. Should no Emergency Medical Services Impact Fees be collected for the quarter, the Municipality shall report to the County that no Emergency Medical Services Impact Fees are to be remitted because no Emergency Medical Services Impact Fees were collected by the Municipality.

e. Expenditure of Emergency Medical Services Impact Fee Funds. Emergency Medical Services Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Emergency Medical Services Impact Fee funds.

f. Developer Contribution Credits in Lieu of Payment of Emergency Medical Services Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Emergency Medical Services Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to emergency medical services public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Emergency Medical Services Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or

claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of

another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modifications of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR CITY OF FLAGLER BEACH:

City of Flagler Beach
Attn: City Manager
105 South 2nd Street
Flagler Beach, Florida 32136

With copy to: Shepard, Smith, Kohlmyer & Hand, P.A.
Attn: Drew Smith, City Attorney
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date,

this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this ____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the CITY OF FLAGLER BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST:

Penny Overstreet, City Clerk

Suzie Johnston, Mayor

Approved as to form and legality:

Drew Smith, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY FIRE RESCUE IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of fire rescue services (“Fire Rescue Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

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

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Fire Rescue Impact Fee. A Fire Rescue Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Fire Rescue Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Fire Rescue Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Fire Rescue Impact Fee on behalf of the County.

b. Collection of Fire Rescue Impact Fee. It is agreed by the parties that the Municipalities will collect the Fire Rescue Impact Fee on behalf of the County prior to or coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Law Enforcement Impact Fees separate and distinct from all other revenues. The rate for the Fire Rescue Impact Fee to be collected shall be as follows:

| ITE LUC | Land Use | Unit | Fire Rescue |
|------------------------------------|--|----------|-------------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$738 |
| 221 | Multi-Family | du | \$262 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$638 |
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$614 |
| 310 | Hotel | room | \$467 |
| 320 | Motel | room | \$390 |
| 620 | Nursing Home | bed | \$524 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$24 |
| 416 | RV Park | site | \$224 |
| 420 | Marina | berth | \$62 |
| 430 | Golf Course | hole | \$400 |
| 445 | Movie Theater | screen | \$2,471 |
| 492 | Health/Fitness Club | 1,000 sf | \$1,147 |
| INSTITUTIONAL: | | | |
| 520 | Elementary School (Private) | student | \$48 |
| 522 | Middle/Junior High School (Private) | student | \$43 |
| 525 | High School (Private) | student | \$38 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$48 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$38 |
| 560 | Church | 1,000 sf | \$195 |
| 565 | Day Care Center | 1,000 sf | \$386 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$619 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$467 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$462 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$571 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$819 |

| RETAIL: | | | |
|--------------------|---|-------------|---------|
| 822 | Retail/Shopping Center 40,000 sfgla of less | 1,000 sfgla | \$990 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$1,228 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$671 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$748 |
| 849 | Tire Superstore | bay | \$1,009 |
| 850 | Supermarket | 1,000 sf | \$1,166 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$3,042 |
| 862 | Home Improvement Superstore | 1,000 sf | \$924 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$876 |
| 890 | Furniture Store | 1,000 sf | \$152 |
| SERVICES: | | | |
| 911 | Bank/Savings Walk-In | 1,000 sf | \$557 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$705 |
| 931 | Quality Restaurant | 1,000 sf | \$2,742 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$2,581 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$4,623 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$762 |
| 942 | Automobile Care Center | 1,000 sf | \$795 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$695 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$1,095 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$1,428 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$3,795 |
| INDUSTRIAL: | | | |
| 110 | General Light Industrial | 1,000 sf | \$229 |
| 130 | Industrial Park | 1,000 sf | \$167 |
| 140 | Manufacturing | 1,000 sf | \$262 |
| 150 | Warehousing | 1,000 sf | \$52 |
| 151 | Mini-Warehouse | 1,000 sf | \$19 |

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Fire Rescue Impact Fee, as an administrative charge to defray the costs of collecting and administering the Fire Rescue Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

d. Remittance of Fire Rescue Impact Fee. The Municipalities shall remit the collected Fire Rescue Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the fifteenth (15th) day of the month immediately

following the end of the quarter, i.e., by April 15th for the First Quarter, by July 15th for the Second Quarter, by October 15th for the Third Quarter, and by January 15th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Fire Rescue Impact Fees, remit to the County a report accounting for the total Fire Rescue Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Fire Rescue Impact Fees paid. Should no Fire Rescue Impact Fees be collected for the quarter, the Municipality shall report to the County that no Fire Rescue Impact Fees are to be remitted because no Fire Rescue Impact Fees were collected by the Municipality.

e. Expenditure of Fire Rescue Impact Fee Funds. Fire Rescue Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Fire Rescue Impact Fee funds.

f. Developer Contribution Credits in Lieu of Payment of Fire Rescue Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Fire Rescue Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to fire rescue public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Fire Rescue Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents

and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent

by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this _____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY LAW ENFORCEMENT IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of law enforcement services (“Law Enforcement Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

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

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Law Enforcement Impact Fee. A Law Enforcement Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Law Enforcement Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Law Enforcement Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Law Enforcement Impact Fee on behalf of the County.

b. Collection of Law Enforcement Impact Fee. It is agreed by the parties that the Municipalities will collect the Law Enforcement Impact Fee on behalf of the County prior to or coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the

collected Law Enforcement Impact Fees separate and distinct from all other revenues. The rate for the Law Enforcement Impact Fee to be collected shall be as follows:

| ITE LUC | Land Use | Unit | Law |
|------------------------------------|--|----------|-------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$218 |
| 221 | Multi-Family | du | \$111 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$153 |
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$226 |
| 310 | Hotel | room | \$142 |
| 320 | Motel | room | \$119 |
| 620 | Nursing Home | bed | \$160 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$7 |
| 416 | RV Park | site | \$68 |
| 420 | Marina | berth | \$19 |
| 430 | Golf Course | hole | \$122 |
| 445 | Movie Theater | screen | \$753 |
| 492 | Health/Fitness Club | 1,000 sf | \$349 |
| INSTITUTIONAL: | | | |
| 520 | Elementary School (Private) | student | \$15 |
| 522 | Middle/Junior High School (Private) | student | \$13 |
| 525 | High School (Private) | student | \$12 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$15 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$12 |
| 560 | Church | 1,000 sf | \$59 |
| 565 | Day Care Center | 1,000 sf | \$117 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$189 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$142 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$141 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$174 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$249 |

| RETAIL: | | | |
|--------------------|---|-------------|---------|
| 822 | Retail/Shopping Center 40,000 sfgla of less | 1,000 sfgla | \$302 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$374 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$204 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$228 |
| 849 | Tire Superstore | bay | \$307 |
| 850 | Supermarket | 1,000 sf | \$355 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$927 |
| 862 | Home Improvement Superstore | 1,000 sf | \$281 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$267 |
| 890 | Furniture Store | 1,000 sf | \$46 |
| SERVICES: | | | |
| 911 | Bank/Savings Walk-In | 1,000 sf | \$170 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$215 |
| 931 | Quality Restaurant | 1,000 sf | \$835 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$786 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$1,408 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$232 |
| 942 | Automobile Care Center | 1,000 sf | \$242 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$212 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$334 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$435 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$1,156 |
| INDUSTRIAL: | | | |
| 110 | General Light Industrial | 1,000 sf | \$70 |
| 130 | Industrial Park | 1,000 sf | \$51 |
| 140 | Manufacturing | 1,000 sf | \$80 |
| 150 | Warehousing | 1,000 sf | \$16 |
| 151 | Mini-Warehouse | 1,000 sf | \$6 |

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Law Enforcement Impact Fee, as an administrative charge to defray the costs of collecting and administering the Law Enforcement Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

d. Remittance of Law Enforcement Impact Fee. The Municipalities shall remit the collected Law Enforcement Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the fifteenth (15th) day of the

month immediately following the end of the quarter, i.e., by April 15th for the First Quarter, by July 15th for the Second Quarter, by October 15th for the Third Quarter, and by January 15th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Law Enforcement Impact Fees, remit to the County a report accounting for the total Law Enforcement Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Law Enforcement Impact Fees paid. Should no Law Enforcement Impact Fees be collected for the quarter, the Municipality shall report to the County that no Law Enforcement Impact Fees are to be remitted because no Law Enforcement Impact Fees were collected by the Municipality.

e. Expenditure of Law Enforcement Impact Fee Funds. Law Enforcement Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Law Enforcement Impact Fee funds.

f. Developer Contribution Credits in Lieu of Payment of Law Enforcement Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Law Enforcement Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to law enforcement public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Law Enforcement Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents

and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent

by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be as set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY LIBRARY IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of library services (“Library Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

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

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Library Impact Fee. A Library Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Library Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Library Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Library Impact Fee on behalf of the County.

b. Collection of Library Impact Fee. It is agreed by the parties that the Municipalities will collect the Library Impact Fee on behalf of the County prior to or coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Library Impact Fees separate and distinct from all other revenues. The rate for the Library Impact Fee to be collected shall be as follows:

| ITE LUC | Land Use | Unit | Libraries |
|---------------------|--|------|-----------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$268 |
| 221 | Multi-Family | du | \$139 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$191 |

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Library Impact Fee, as an administrative charge to defray the costs of collecting and administering the Library Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

d. Remittance of Library Impact Fee. The Municipalities shall remit the collected Library Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the fifteenth (15th) day of the month immediately following the end of the quarter, i.e., by April 15th for the First Quarter, by July 15th for the Second Quarter, by October 15th for the Third Quarter, and by January 15th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Library Impact Fees, remit to the County a report accounting for the total Library Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Law Enforcement Impact Fees paid. Should no Library Impact Fees be collected for the quarter, the Municipality shall report to the County that no Library Impact Fees are to be remitted because no Library Impact Fees were collected by the Municipality.

e. Expenditure of Library Impact Fee Funds. Library Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Library Impact Fee funds.

f. Developer Contribution Credits in Lieu of Payment of Library Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Library Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to library public facilities or infrastructure, including land, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Library Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then

the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 13. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY PARKS
AND RECREATIONAL FACILITIES IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of parks and recreation services (“Parks and Recreational Facilities Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

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

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Parks and Recreational Facilities Impact Fee. A Parks and Recreational Facilities Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Parks and Recreational Facilities Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Parks and Recreational Facilities Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Parks and Recreational Facilities Impact Fee on behalf of the County.

b. Collection of Parks and Recreational Facilities Impact Fee. It is agreed by the parties that the Municipalities will collect the Parks and Recreational Facilities Impact Fee on behalf of the County prior to or coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Parks and Recreational Facilities Impact Fees separate and distinct from all other revenues. The rate for the Parks and Recreational Facilities Impact Fee shall be established as follows:

Effective March 15, 2022:

| ITE LUC | Land Use | Unit | Parks & Rec |
|---------------------|--|------|-------------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$304 |
| 221 | Multi-Family | du | \$122 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$284 |

Effective March 15, 2023:

| ITE LUC | Land Use | Unit | Parks & Rec |
|---------------------|--|------|-------------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$333 |
| 221 | Multi-Family | du | \$133 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$310 |

Effective March 15, 2024:

| ITE LUC | Land Use | Unit | Parks & Rec |
|---------------------|--|------|-------------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$371 |
| 221 | Multi-Family | du | \$148 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$346 |

Effective March 15, 2025:

| ITE LUC | Land Use | Unit | Parks & Rec |
|---------------------|--|------|-------------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$399 |
| 221 | Multi-Family | du | \$160 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$372 |

c. **Administrative Costs.** In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Parks and Recreational Facilities Impact Fee, as an administrative charge to defray the costs of collecting and administering the Parks and Recreational Facilities Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

d. **Remittance of Parks and Recreational Facilities Impact Fee.** The Municipalities shall remit the collected Parks and Recreational Facilities Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the fifteenth (15th) day of the month immediately following the end of the quarter, i.e., by April 15th for the First Quarter, by July 15th for the Second Quarter, by October 15th for the Third Quarter, and by January 15th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Parks and Recreational Facilities Impact Fees, remit to the County a report accounting for the total Parks and Recreational Facilities Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Parks and Recreational Facilities Impact Fees paid. Should no Parks and Recreational Facilities Impact Fees be collected for the quarter, the Municipality shall report to the County that no Parks and Recreational Facilities Impact Fees are to be remitted because no Parks and Recreational Facilities Impact Fees were collected by the Municipality.

e. **Expenditure of Parks and Recreational Facilities Impact Fee Funds.** Parks and Recreational Facilities Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Parks and Recreational Facilities Impact Fee funds.

f. **Developer Contribution Credits in Lieu of Payment of Parks and Recreational Facilities Impact Fee.** As provided in Florida Statutes, a Municipality must credit against the collection of the Parks and Recreational Facilities Impact Fee any contribution,

whether identified in a proportionate fair share agreement or other form of exaction, related to parks and recreational facilities or infrastructure, including land dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Parks and Recreational Facilities Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision

shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this ____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY TRANSPORTATION IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of transportation infrastructure (“Transportation Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

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

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Transportation Impact Fee. A Transportation Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Transportation Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Transportation Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Transportation Impact Fee on behalf of the County.

b. Collection of Transportation Impact Fee. It is agreed by the parties that the Municipalities will collect the Transportation Impact Fee on behalf of the County prior to or coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the

collected Transportation Impact Fees separate and distinct from all other revenues. The rate for the Transportation Impact Fee to be collected shall be as follows:

Effective March 15, 2022:

| ITE LUC | Land Use | Unit | Roads |
|------------------------------------|--|-------------|----------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$1,502 |
| 221 | Multi-Family | du | \$691 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$554 |
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$148 |
| 310 | Hotel | room | \$613 |
| 320 | Motel | room | \$292 |
| 620 | Nursing Home | bed | \$187 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$98 |
| 416 | RV Park | site | \$202 |
| 420 | Marina | berth | \$376 |
| 430 | Golf Course | hole | \$4,811 |
| 445 | Movie Theater | screen | \$5,853 |
| 492 | Health/Fitness Club | 1,000 sf | \$4,438 |
| INSTITUTIONAL: | | | |
| 520 | Elementary School (Private) | student | \$159 |
| 522 | Middle/Junior High School (Private) | student | \$145 |
| 525 | High School (Private) | student | \$152 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$314 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$236 |
| 560 | Church | 1,000 sf | \$705 |
| 565 | Day Care Center | 1,000 sf | \$1,910 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$1,484 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$1,491 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$1,096 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$3,421 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$4,920 |
| RETAIL: | | | |
| 822 | Retail/Shopping Center 40,000 sfgla or less | 1,000 sfgla | \$993 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$1,949 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$2,037 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$2,365 |
| 849 | Tire Superstore | bay | \$2,106 |
| 850 | Supermarket | 1,000 sf | \$2,858 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$11,910 |
| 862 | Home Improvement Superstore | 1,000 sf | \$1,203 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$1,797 |
| 890 | Furniture Store | 1,000 sf | \$545 |

| SERVICES: | | | |
|--------------------|---|-----------|----------|
| 911 | Bank/Savings Walk-In | 1,000 sf | \$1,714 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$3,070 |
| 931 | Quality Restaurant | 1,000 sf | \$5,483 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$6,140 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$14,833 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$2,746 |
| 942 | Automobile Care Center | 1,000 sf | \$1,943 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$1,954 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$3,016 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$3,943 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$21,886 |
| INDUSTRIAL: | | | |
| 110 | General Light Industrial | 1,000 sf | \$617 |
| 130 | Industrial Park | 1,000 sf | \$425 |
| 140 | Manufacturing | 1,000 sf | \$600 |
| 150 | Warehousing | 1,000 sf | \$211 |
| 151 | Mini-Warehouse | 1,000 sf | \$120 |

Effective March 15, 2023:

| ITE LUC | Land Use | Unit | Roads |
|------------------------------------|--|----------|---------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$1,551 |
| 221 | Multi-Family | du | \$713 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$572 |
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$152 |
| 310 | Hotel | room | \$633 |
| 320 | Motel | room | \$301 |
| 620 | Nursing Home | bed | \$193 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$101 |
| 416 | RV Park | site | \$209 |
| 420 | Marina | berth | \$388 |
| 430 | Golf Course | hole | \$4,966 |
| 445 | Movie Theater | screen | \$6,042 |
| 492 | Health/Fitness Club | 1,000 sf | \$4,581 |

| INSTITUTIONAL: | | | |
|-----------------------|--|-------------|----------|
| 520 | Elementary School (Private) | student | \$164 |
| 522 | Middle/Junior High School (Private) | student | \$150 |
| 525 | High School (Private) | student | \$157 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$324 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$243 |
| 560 | Church | 1,000 sf | \$728 |
| 565 | Day Care Center | 1,000 sf | \$1,972 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$1,532 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$1,539 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$1,131 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$3,532 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$5,079 |
| RETAIL: | | | |
| 822 | Retail/Shopping Center 40,000 sfgla or less | 1,000 sfgla | \$1,025 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$2,012 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$2,103 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$2,441 |
| 849 | Tire Superstore | bay | \$2,173 |
| 850 | Supermarket | 1,000 sf | \$2,950 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$12,294 |
| 862 | Home Improvement Superstore | 1,000 sf | \$1,242 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$1,855 |
| 890 | Furniture Store | 1,000 sf | \$563 |
| SERVICES: | | | |
| 911 | Bank/Savings Walk-In | 1,000 sf | \$1,769 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$3,169 |
| 931 | Quality Restaurant | 1,000 sf | \$5,660 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$6,338 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$15,311 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$2,835 |
| 942 | Automobile Care Center | 1,000 sf | \$2,006 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$2,017 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$3,113 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$4,070 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$22,592 |

| INDUSTRIAL: | | | |
|--------------------|--------------------------|----------|-------|
| 110 | General Light Industrial | 1,000 sf | \$637 |
| 130 | Industrial Park | 1,000 sf | \$439 |
| 140 | Manufacturing | 1,000 sf | \$619 |
| 150 | Warehousing | 1,000 sf | \$218 |
| 151 | Mini-Warehouse | 1,000 sf | \$124 |

Effective March 15, 2024:

| ITE LUC | Land Use | Unit | Roads |
|------------------------------------|--|----------|---------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$1,599 |
| 221 | Multi-Family | du | \$735 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$590 |
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$157 |
| 310 | Hotel | room | \$653 |
| 320 | Motel | room | \$311 |
| 620 | Nursing Home | bed | \$199 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$104 |
| 416 | RV Park | site | \$215 |
| 420 | Marina | berth | \$401 |
| 430 | Golf Course | hole | \$5,122 |
| 445 | Movie Theater | screen | \$6,231 |
| 492 | Health/Fitness Club | 1,000 sf | \$4,724 |
| INSTITUTIONAL: | | | |
| 520 | Elementary School (Private) | student | \$169 |
| 522 | Middle/Junior High School (Private) | student | \$154 |
| 525 | High School (Private) | student | \$162 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$334 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$251 |
| 560 | Church | 1,000 sf | \$750 |
| 565 | Day Care Center | 1,000 sf | \$2,033 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$1,580 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$1,587 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$1,166 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$3,642 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$5,238 |

| RETAIL: | | | |
|--------------------|---|-------------|----------|
| 822 | Retail/Shopping Center 40,000 sfgla of less | 1,000 sfgla | \$1,057 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$2,074 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$2,169 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$2,517 |
| 849 | Tire Superstore | bay | \$2,241 |
| 850 | Supermarket | 1,000 sf | \$3,043 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$12,679 |
| 862 | Home Improvement Superstore | 1,000 sf | \$1,280 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$1,913 |
| 890 | Furniture Store | 1,000 sf | \$580 |
| SERVICES: | | | |
| 911 | Bank/Savings Walk-In | 1,000 sf | \$1,824 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$3,268 |
| 931 | Quality Restaurant | 1,000 sf | \$5,837 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$6,536 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$15,790 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$2,923 |
| 942 | Automobile Care Center | 1,000 sf | \$2,068 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$2,080 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$3,210 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$4,198 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$23,298 |
| INDUSTRIAL: | | | |
| 110 | General Light Industrial | 1,000 sf | \$657 |
| 130 | Industrial Park | 1,000 sf | \$453 |
| 140 | Manufacturing | 1,000 sf | \$638 |
| 150 | Warehousing | 1,000 sf | \$224 |
| 151 | Mini-Warehouse | 1,000 sf | \$127 |

Effective March 15, 2025:

| ITE LUC | Land Use | Unit | Roads |
|---------------------|--|------|---------|
| RESIDENTIAL: | | | |
| 210 | Single Family (Detached) | du | \$1,648 |
| 221 | Multi-Family | du | \$758 |
| 240 | Mobile Home (Mobile Home Park for Roads) | du | \$608 |

| | | | |
|------------------------------------|--|-------------|----------|
| TRANSIENT, ASSISTED, GROUP: | | | |
| 253 | Congregate Care Facility | du | \$162 |
| 310 | Hotel | room | \$673 |
| 320 | Motel | room | \$320 |
| 620 | Nursing Home | bed | \$205 |
| RECREATIONAL: | | | |
| 411 | Public Park | acre | \$107 |
| 416 | RV Park | site | \$222 |
| 420 | Marina | berth | \$413 |
| 430 | Golf Course | hole | \$5,277 |
| 445 | Movie Theater | screen | \$6,420 |
| 492 | Health/Fitness Club | 1,000 sf | \$4,867 |
| INSTITUTIONAL: | | | |
| 520 | Elementary School (Private) | student | \$174 |
| 522 | Middle/Junior High School (Private) | student | \$159 |
| 525 | High School (Private) | student | \$167 |
| 540 | University/Junior College (7,500 or fewer students) (Private) | student | \$344 |
| 550 | University/Junior College (more than 7,500 students) (Private) | student | \$258 |
| 560 | Church | 1,000 sf | \$773 |
| 565 | Day Care Center | 1,000 sf | \$2,095 |
| MEDICAL: | | | |
| 610 | Hospital | 1,000 sf | \$1,628 |
| OFFICE: | | | |
| 710 | General Office | 1,000 sf | \$1,635 |
| 714 | Corporate Headquarters Building | 1,000 sf | \$1,202 |
| 720 | Medical Office 10,000 sq ft or less | 1,000 sf | \$3,752 |
| 720 | Medical Office greater than 10,000 sq ft | 1,000 sf | \$5,396 |
| RETAIL: | | | |
| 822 | Retail/Shopping Center 40,000 sfgla or less | 1,000 sfgla | \$1,089 |
| 821 | Retail/Shopping Center 40,001 to 150,000 sfgla | 1,000 sfgla | \$2,137 |
| 820 | Retail/Shopping Center greater than 150,000 sfgla | 1,000 sfgla | \$2,234 |
| 840/841 | New/Used Auto Sales | 1,000 sf | \$2,594 |
| 849 | Tire Superstore | bay | \$2,309 |
| 850 | Supermarket | 1,000 sf | \$3,135 |
| 851 | Convenience Market - 24 hrs | 1,000 sf | \$13,063 |
| 862 | Home Improvement Superstore | 1,000 sf | \$1,319 |
| 880/881 | Pharmacy/Drug Store with & without Drive-Thru | 1,000 sf | \$1,971 |
| 890 | Furniture Store | 1,000 sf | \$598 |

| SERVICES: | | | |
|--------------------|---|-----------|----------|
| 911 | Bank/Savings Walk-In | 1,000 sf | \$1,880 |
| 912 | Bank/Savings Drive-In | 1,000 sf | \$3,367 |
| 931 | Quality Restaurant | 1,000 sf | \$6,014 |
| 932 | High-Turn Over Restaurant | 1,000 sf | \$6,734 |
| 934 | Fast Food Restaurant w/Drive-Thru | 1,000 sf | \$16,268 |
| 941 | Quick Lubrication Vehicle Shop | bay | \$3,012 |
| 942 | Automobile Care Center | 1,000 sf | \$2,131 |
| 944 | Gas Station w/Convenience Store <2,000 sq ft | fuel pos. | \$2,143 |
| 945 | Gas Station w/Convenience Store 2,000-5,499 sq ft | fuel pos. | \$3,308 |
| 960 | Gas Station w/Convenience Store 5,500+ sq ft | fuel pos. | \$4,325 |
| n/a | Gasoline/Convenience w/Fast Food | 1,000 sf | \$24,004 |
| INDUSTRIAL: | | | |
| 110 | General Light Industrial | 1,000 sf | \$677 |
| 130 | Industrial Park | 1,000 sf | \$466 |
| 140 | Manufacturing | 1,000 sf | \$658 |
| 150 | Warehousing | 1,000 sf | \$231 |
| 151 | Mini-Warehouse | 1,000 sf | \$131 |

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Transportation Impact Fee, as an administrative charge to defray the costs of collecting and administering the Transportation Impact Fee. Each Municipality is responsible for maintain records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

d. Remittance of Transportation Impact Fee. The Municipalities shall remit the collected Transportation Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the fifteenth (15th) day of the month immediately following the end of the quarter, i.e., by April 15th for the First Quarter, by July 15th for the Second Quarter, by October 15th for the Third Quarter, and by January 15th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Transportation Impact Fees, remit to the County a report accounting for the total Transportation Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were

issued, the names and address of the applicants, the type of structures for which the building permits were issued, and the amount of the Transportation Impact Fees paid. Should no Transportation Impact Fees be collected for the quarter, the Municipality shall report to the County that no Transportation Impact Fees are to be remitted because no Transportation Impact Fees were collected by the Municipality.

e. Expenditure of Transportation Impact Fee Funds. Transportation Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Transportation Impact Fee funds.

f. Developer Contribution Credits in Lieu of Payment of Transportation Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Transportation Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to transportation infrastructure, including land, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Transportation Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder

and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this ____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney