



**Village of Royal Palm Beach  
Village Council  
Agenda Item Summary**

**Agenda Item:**

**APPROVAL AND AUTHORIZATION FOR THE MAYOR TO ENTER INTO AN  
INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE  
COLLECTION OF TRANSPORTATION IMPACT FEES. BY VILLAGE  
MANAGER RAYMOND C. LIGGINS.**

**Issue:**

Enacted in 2024 through House Bill 479, Sec. 163.3180(5)(j), F.S., provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement which utilizes a plan based methodology to coordinate the collection, distribution, and mitigation of their respective transportation capacity impacts. Palm Beach County currently collects countywide transportation impact fees pursuant to Section 1.3 of its Charter. The Village currently collects Village-wide impact fees for local roads as set forth in Chapter 10, Article V. Impact Fees of the Village Code.

The new law provides that by October 1, 2025, if an interlocal agreement is not executed pursuant to the above, the fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality and furthermore that the developer shall receive a 10 percent (10%) reduction in the total fee calculated.

The proposed Interlocal Agreement ("ILA") is intended to comply with the aforesaid statutory requirements by utilizing plan based methodologies to coordinate the collection, distribution, and mitigation of all applicable County and Village transportation impact fees within the Village, and by establishing and/or ratifying existing procedures for the collection and distribution of both County and Village transportation impact fees. Under the proposed ILA, and consistent with current, longstanding practice in the Village, the parties agree to use the method of collection provided in Sec. 13.A.7.A.3 of the County's Unified Land Development Code to authorize the Village to require that all building permit applicants make payment of all County transportation impact fees to the Village for collection and remittance to the County Finance Department within 15-calendar days following the month in which the County fees are collected.

**Recommended Action:**

Upon Council review, staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date	Village Council
Village Manager	Approval	9-18-2025	Action

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

**THIS INTERLOCAL AGREEMENT FOR COLLECTION OF TRANSPORTATION IMPACT FEES** (the “Interlocal Agreement”) made this \_\_\_\_ day of September 2025, by and between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter "County") and the **Village of Royal Palm Beach**, a municipal corporation created pursuant to Laws of Florida, (hereinafter "Village") (collectively the “Parties”).

**WITNESSETH**

**WHEREAS**, the Palm Beach County Board of County Commissioners adopted countywide impact fees, including road impact fees, pursuant to Section 1.3 of the Palm Beach County Charter. The term “County Transportation Capacity Impact Fees” means road impact fees, mobility fees, multimodal fees, and any other transportation related impact fee authorized by law; and

**WHEREAS**, the Village has adopted Village-wide impact fees for local roads as set forth in Chapter 10, Article V. Impact Fees of the Village’s Code of Ordinances and pursuant to Section 163.3180, Florida Statutes (“Village Local Roads Impact Fees”); and

**WHEREAS**, enacted in 2024 through House Bill 479, Sec. 163.3180(5)(j), *Florida Statutes*, provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement which utilizes a plan based methodology to coordinate the collection, distribution, and mitigation of their respective transportation capacity impacts; and

**WHEREAS**, the Village’s Local Roads Impact Fees do not account for the impact new development or redevelopment will have on County transportation facilities within or outside of the Village’s jurisdiction; and

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

**WHEREAS**, this Interlocal Agreement is intended to comply with the aforesaid statutory requirements by utilizing plan based methodologies to coordinate the collection, distribution, and mitigation of all applicable County Transportation Capacity Impact Fees, and all Village Local Roads Impact Fees within the Village’s jurisdiction, and by establishing and/or ratifying existing procedures for the collection and distribution of both County Transportation Capacity Impact Fees and Village Local Roads Impact Fees; and

**WHEREAS**, based on the foregoing, requiring the Village’s building permit applicants to pay both County Transportation Capacity Impact Fees and Village Local Roads Impact Fees will not result in applicants paying twice for the same transportation capacity impacts; and

**WHEREAS**, the Parties agree that the collection and distribution of the Village’s Local Roads Impact Fees shall be the sole responsibility of the Village with no recourse to the County; and

**WHEREAS**, Section 13.A.7.A.3 of the Palm Beach County Unified Land Development Code (“ULDC”) provides that the Village may collect county impact fees acting only as collecting agent for the County; and

**WHEREAS**, consistent with current, longstanding practice in the Village, the Parties agree to use the method of collection provided in 13.A.7.A.3 of the ULDC to authorize the Village to require that all building permit applicants make payment of all County Transportation Capacity Impact Fees to the Village for collection and remittance to the County Finance Department within 15-calendar days following the month in which the County Transportation Capacity Impact Fees are collected; and

**WHEREAS**, pursuant to the aforesaid Section 13.A.7.A.3 of the ULDC, the Village shall only be responsible to the County for the proper collection and remittance of impact fees, but shall not be liable for the inadvertent miscalculation of impact fee amounts; and

**WHEREAS**, pursuant Sec. 163.3180, *Florida Statutes*, the Parties agree that the Village is authorized to continue to collect County Transportation Capacity Impact Fees directly from Village building permit applicants; and

**WHEREAS**, this Interlocal Agreement is adopted pursuant to Section 13.A.7.A.3 of the ULDC and Sec. 163.3180, *Florida Statutes*.

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

1. **Recitals.** The above recitals are true and correct. They establish the purpose for this Interlocal Agreement and are hereby incorporated herein by this reference.

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

3. **Methodology and Administration.** Impact fee amounts shall be calculated based on the applicable portions of Section 13.A.7.A.3 of the ULDC for County Transportation Capacity Impact Fees, and the applicable portions of Chapter 10, Article V. Impact Fees of the Village's Code of Ordinances for Village Local Roads Impact Fees.

- (a) The Village, for collecting the County Transportation Capacity Impact Fee, shall be entitled to retain three and two-fifths percent (3.4%) of the funds collected as an administrative fee not to exceed the costs associated with the collection of the County Transportation Capacity Impact Fees. All County Transportation Capacity Impact Fees collected by the Village, less the administrative fee, shall be remitted to the County Finance Department within 15-calendar days following the month in which the impact fees are collected. One draft may be used to remit the funds to the County. Funds received from the Village shall be deposited promptly in the appropriate County impact fee trust fund.
- (b) In the event the Village fails for two or more consecutive months or for any three months in a calendar year period to remit County Transportation Capacity Impact Fees by the 25th calendar day of the month following the end of the month in which the County Transportation Capacity Impact Fees are collected, the Village shall pay simple interest at the Statutory rate on the entire amount collected but not yet remitted to the County. Interest shall accrue beginning the first day of the month following the end of the month in which the affected County Transportation Capacity Impact Fees were collected by the Village. For the purposes of this Section, funds shall be considered to have been remitted to the County on the date postmarked, if transmitted by certified mail with the proper postage.
- (c) If receipts are transferred in accordance with this Section, the Village may retain any interest earned on County Transportation Capacity Impact Fees collected prior to the transfer of the funds to the County in addition to the administrative fee to offset the costs of collecting, remitting, and accounting for the funds. Records shall be maintained by the Village to ensure proper accounting controls. The County shall have the authority to audit the records of the Village to ensure the procedures and standards of this Section are being met by the Village. Public reports on impact fees shall be provided by the County's Impact Fee Manager, on at least an annual basis, and distributed to the Village. Such reports will account for receipts of impact fees for each impact fee type, by benefit zone and municipality, and encumbrances and expenditures of the funds by benefit zone.
- (d) The County's Impact Fee Manager shall furnish such information and advice to the Village necessary to ensure proper collection, remittance, accounting, controls, and auditability.

4. **Refunds.** Any County Transportation Capacity Impact Fee refund requests made by a feepayer shall be processed through the County Impact Fee Manager. In the event a refund is applied for by a feepayer, the Village shall confirm that the building permit or development order for the development upon which the County Transportation Capacity Impact Fees were paid is of no further force and effect. The Village shall not thereafter allow any renewal or extension of the building permit or development order until such time as the County Transportation Capacity Impact Fees have been paid.

5. **Failure of Funds Clearing.** The County shall notify the Village and feepayer if the funds for County Transportation Capacity Impact Fees do not clear. The Village shall not perform any further inspections if the outstanding fees are not paid within ten (10) days, pursuant to Section 13.A.14.A of the ULDC.

6. **Covenant.** If a Covenant is necessary as determined by the County Impact Fee Manager in accordance with Section 13.A.12 of the ULDC, the Village shall not issue the building permit or development order until the County Impact Fee Manager notifies the Village that the Covenant is executed by the property owner and other necessary persons in recordable form.

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

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

9. **Termination.** Either party may terminate this Interlocal Agreement for any reason or for no reason with ninety (90) days advance written notification to the other party.

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

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

All notice to the Village shall be sent to:	All notice to the County shall be sent to:
Village of Royal Palm Beach	Palm Beach County, Impact Fee Office
1050 Royal Palm Beach Boulevard	2300 N. Jog Road
Royal Palm Beach, FL 33411	West Palm Beach, FL 33411-2741
Attn: Raymond C. Liggins, Village Manager	Attn: Derrek Moore, Impact Fee Manager

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

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

14. **Legal Compliance.** The Parties shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Interlocal Agreement.

15. **Office of the Inspector General.** The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector

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

16. **Public Records.** Each party shall be responsible for its own public records related to this Interlocal Agreement, pursuant to Chapter 119, Florida Statutes.

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

18. **No Third Party Beneficiaries.** No provision of this Interlocal Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Interlocal Agreement, including, but not limited to, any citizen, any developer, or any or employees of the Parties.

19. **Assignment.** Neither of the Parties shall assign, sublet, convey or transfer its interest in this Interlocal Agreement, in whole or in part, at any time.

20. **Reservation of Rights.** This Interlocal Agreement shall not affect any rights that may have accrued to any party to this Interlocal Agreement under any applicable law, rule or regulation and each party hereto reserves any and all such rights. Nothing in this Interlocal Agreement shall be construed as a waiver of sovereign immunity by either party.

21. **Effective Date.** This Interlocal Agreement shall become effective immediately upon its execution by both Parties or October 1, 2025, whichever occurs first.

22. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement between the Parties and includes Article 13 of the ULDC by reference. It may be amended from time to time by the mutual agreement of the Parties executed with the same formality as this agreement.

23. **Filing.** The County shall, upon the execution by both Parties, immediately file this Interlocal Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida.

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**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Agreement to be executed and sealed this \_\_\_\_ day of September, 2025.

VILLAGE OF ROYAL PALM BEACH,  
Florida

BOARD OF COUNTY COMMISSIONERS  
Palm Beach County, Florida

By:\_\_\_\_\_  
Jeff Hmara, Mayor

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

ATTEST:

ATTEST:

VILLAGE CLERK

Mike Caruso,  
Clerk of the Circuit Court and Comptroller

By:\_\_\_\_\_  
Diane DiSanto  
Village Clerk  
(Seal)

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:\_\_\_\_\_  
Keith W. Davis, Esq.  
Village Attorney

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

APPROVED AS TO TERMS  
AND CONDITIONS

By:\_\_\_\_\_  
Impact Fee Manger