

**MOBILITY FEE INTERLOCAL AGREEMENT
SEMINOLE COUNTY/CITY OF OVIEDO**

THIS MOBILITY FEE INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, (hereinafter referred to as the “City”), and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the “County”). The City and County may be collectively referenced herein as the “Parties” or individually as a “Party”.

W I T N E S S E T H:

WHEREAS, City and County previously entered into an Interlocal Agreement dated May 26, 1987, and amended on April 15, 1992 (“Prior Interlocal Agreement”), which Agreement established a collection procedure for County Road Impact Fees by the City; and

WHEREAS, by letter dated July 21, 2021, the City Council of the City notified the Seminole County Board of County Commissioners that the City had elected to, and did, terminate the Prior Interlocal Agreement with the adoption of Resolution 4095-21 at its July 19, 2021 meeting; and

WHEREAS, on June 22, 2021, the Seminole County Board of County Commissioners adopted Ordinance No. 2021-26 (“County Mobility Fee Ordinance”) pursuant to the terms of which the County replaced its Road Impact Fees with Mobility Fees; and

WHEREAS, the County replaced its Road Impact Fee with a Mobility Fee in accordance with Section 163.3180(5)(i), Florida Statutes, as it determined that impact fee methodologies have advanced since 1995 and State laws have been passed requiring use of current information, and encouraging creative approaches to support local economic development and land development programs; and

WHEREAS, the County determined that Mobility Fees provided more flexibility than Road Impact Fees, allowing expenditures for not only roads but transit, bicycle, and pedestrian facilities; and

WHEREAS, based upon the findings and recommendations contained in the 2020 Multi-Modal Mobility Fee Study, the County revised and updated its Land Development Code Chapter 120, Road Impact Fees, to now be entitled Mobility Fees; and

WHEREAS, The County Mobility Fee Ordinance is consistent with Section 163.3180(5)(i), Florida Statutes, and the mobility fee-based funding system complies with Section 163.31801, Florida Statutes, governing impact fees; and

WHEREAS, Section 120.3(i) of the County Mobility Fee Ordinance provides that municipalities [in Seminole County] have the ability to adopt their own Municipal Mobility Fees

that address the County's Mobility System within and in proximity to the boundaries of the particular municipality; and

WHEREAS, Section 120.3(i) of the County Mobility Fee Ordinance also provides that the adoption by a municipality of its own Municipal Mobility Fee is required to address improvements to the County's Mobility System within and in proximity to the boundaries of the municipality; and

WHEREAS, Section 120.3(i) of the County Mobility Fee Ordinance further states that within the ninety (90) day notice period before the Municipal Mobility Fee becomes effective, the Board of County Commissioners will undertake an amendment to the County Mobility Fee Ordinance providing that County Mobility Fees will not be collected within the boundaries of the particular municipality; and

WHEREAS, the City enacted its own Municipality Mobility Fee and Mobility Fee Schedule via the adoption of City of Oviedo Ordinance No. 1748 ("Oviedo Mobility Fee Ordinance") on September 16, 2024 to be effective as of December 16, 2024; and

WHEREAS, on July 17, 2024, the City notified the County regarding its adoption of Ordinance No. 1748; and

WHEREAS, Section 6 of the Oviedo Mobility Fee Ordinance identifies the Mobility Fee Benefit Districts (as shown in Exhibit "A" attached hereto and made a part hereof) and shows two Mobility Fee Benefit Districts, the Oviedo Benefit District and the Extrajurisdictional Benefit District which extends beyond the current City limits in recognition that travel demand does not start or stop at the municipal limits of the City; and

WHEREAS, Section 6 of the Oviedo Mobility Fee Ordinance also states that the Mobility Fee Benefit Districts provides the City with the flexibility to work in partnership with other governmental entities, such as Seminole County, if the City chooses, to improve mobility within the Mobility Fee Benefit Districts; and

WHEREAS, Florida Statutes, Section 163.3180(5)(j) provides that if a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the interlocal agreement provided for in Florida Statutes, Section 163.3180(5)(j) must, at a minimum, (a) ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, (b) establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment, (c) require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise, and (d) provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality; and

WHEREAS, upon the effective date of Oviedo Municipality Mobility Fee Ordinance the collection of the current Seminole County mobility fee and the City of Oviedo transportation

impact fee will be replaced with a mobility fee system administered and programmed by the City for new development and redevelopment in the Mobility Fee Assessment Area, comprised of all areas within the City limits of the City ("Oviedo Mobility Fee"), consistent with the requirements for alternative mobility funding system pursuant with Section 163.3180, Florida Statutes and pursuant to the terms of this Agreement; and

WHEREAS, the Mobility Plan and Mobility Fee Technical Report dated September 2023, prepared by NUE Urban Concepts, LLC, for the City, provides the technical analysis to determine the Oviedo Mobility Fee and constitutes a proper factual predicate for imposition and expenditure of the Oviedo Mobility Fees; and

WHEREAS, the purpose of this Agreement is to establish the procedures pursuant to which the City will pay to County a portion of the Oviedo Mobility Fees collected by the City to provide a portion of the funding for mobility projects that impact the County's Mobility System within the boundaries of the Mobility Fee Benefit District, and to provide that County Mobility Fees collected within the Extrajurisdictional Benefit District will be spent by the County solely within the City Mobility Fee Benefit Districts (Oviedo Benefit District and Extrajurisdictional Benefit District), unless otherwise agreed to by the Parties in writing.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the Parties agree as follows:

1. The recitals (WHEREAS clauses) set forth above are true and correct and are hereby adopted fully by this reference.

2. The City's 2045 Mobility Plan and Mobility Fee Technical Report dated September 2023, prepared by NUE Urban Concepts, LLC, ("City Mobility Fee Report") has determined that development activity within the City will create a need for mobility projects in the County's Mobility System within the boundaries of the Mobility Fee Benefit District, as shown in Exhibit "A." Thus, based on the City Mobility Fee Report, the Parties mutually agree that the City shall set aside twenty-five (25) percent of the collected Oviedo Mobility Fees to remit to the County as described below.

3. The portion of the Oviedo Mobility Fee to be set aside for the County by the City is based upon the analysis conducted in the City Mobility Fee Report that established the impact of development activity within the boundaries of the City and the attributable share of the cost of mobility projects assignable to development activity to mitigate impacts to the County's Mobility System within the Mobility Study Area established in the City Mobility Fee Report.

4. City Collection of Oviedo Mobility Fees and Remittance to County of a Portion of such Oviedo Mobility Fees:

A. Collection of Oviedo Mobility Fees. The City shall collect the applicable Oviedo Mobility Fee, as defined in the Oviedo Mobility Fee Ordinance, subject to revision from time to time, from feepayer prior to issuing any building permit or functional equivalent for a residential or non-residential use required to pay, and decline to issue such permit or functional equivalent to a feepayer who has not paid its Oviedo Mobility Fee unless the City has entered into a fair share fee agreement pursuant to Section 28-7 of the City of Oviedo Code of Ordinances.

B. Set Aside. Beginning on December 16, 2024, the City shall set aside twenty-five (25) percent of the collected Oviedo Mobility Fee to be paid to County to mitigate for transportation impacts to the County's Mobility System ("County's Share"). The City shall distribute the collected County's Share to County, without interest, quarterly during the term of this Agreement. Such distribution shall be made within ten (10) days after the end of each quarter during which any Oviedo Mobility Fees were collected. The first such distribution shall be made not later than ten (10) days after the final execution of this Agreement and shall include the County's Share for the first quarter of 2025 plus the period from December 16, 2024 through December 31, 2024. If the City does not collect any Oviedo Mobility Fees during any quarter, the City shall so notify the County. Any administrative fees paid can be retained by City, however, such administrative fees shall not reduce the County's Share of the Oviedo Mobility Fee. The City agrees to hold the County harmless should any suit or legal action result in a determination by a court that the amount collected by the City for the administrative fee exceeds the City's actual cost of collection and administration. The parties agree that any convenience fee charged for use of credit or debit cards shall be passed on to the fee payer.

C. Records. The City shall prepare and submit to the County a summary of the Oviedo Mobility Fees paid, and the County's Share of the Oviedo Mobility Fees as part of the City's Annual Impact and Mobility Fee Report.

5. County Receipt and Expenditure of Oviedo Mobility Fees:

A. Coordination. The County shall coordinate infrastructure sales tax recommendations and County Transportation Plan or Mobility Plan updates with the City for roadway and multimodal projects within and adjacent to the City.

B. Use and Expenditure of Oviedo Mobility Fee Funds. The County shall only expend Oviedo Mobility Fee funds collected by City and remitted to County to partially fund right-of-way acquisition, design, or construction of part or all of the mobility projects identified in the Oviedo or Seminole County Mobility Plan or City Mobility Fee Report, as may be amended, and which are located within the City Mobility Fee Benefit Districts (Oviedo Benefit District and Extrajurisdictional Benefit District), as shown in Exhibit "A". The Parties acknowledge that the City may approach the County during the term of the Agreement to request that the County contribute Oviedo Mobility Fee funds remitted to the County to jointly fund eligible mobility projects with the City.

Additionally, the County recognizes that the statutory limitation imposed on the use of the collected Oviedo Mobility Fees is that such funds must be used solely on projects outlined within Oviedo's or Seminole County's approved Mobility Plan, or City Mobility Fee Report, as may be amended, which details the transportation projects eligible for Mobility Fee funding thus allowing for flexibility in spending on various transportation modes like roads, transit, pedestrian, and bicycle infrastructure, but restricting spending to projects identified in the Mobility Fee Benefit District.

City Mobility Fee funds received by the County from the City must be spent by the County within five (5) years from the date of payment of the Oviedo Mobility Fee by the payor. Any Oviedo Mobility Fee funds not spent by the County within such five (5) year period are

required to be returned to the City, to be spent by the City within the balance of the time period specified in the Oviedo Mobility Fee Ordinance, or to be returned to the property owner after the applicable time period in accordance with the Oviedo Mobility Fee Ordinance. Upon return of any City Mobility Fee funds from the County to the City after the aforementioned five (5) year period, the City shall be solely responsible for the appropriate disposition of such funds in accordance with the Oviedo Mobility Fee Ordinance and applicable Florida law.

C. Records. The County shall prepare and submit to the City a summary of the Mobility Fees remitted to County by City and a description of the use and/or expenditure of such funds as part of the County's annual reporting of Mobility Fee collections and provide the annual summary to the City.

6. County Collection of County Mobility Fees within Extrajurisdictional Benefit District and Expenditure within City Mobility Fee Benefit Districts:

A. Collection of County Mobility Fees. Within the Extrajurisdictional Benefit District, the County shall collect the applicable County Mobility Fee, as defined in the County Mobility Fee Ordinance, subject to revision from time to time, from feepayer prior to issuing any building permit or functional equivalent for a residential or non-residential use required to pay, and decline to issue such permit or functional equivalent to a feepayer who has not paid its County Mobility Fee unless the County has issued a deferral pursuant to Section 120.34 of the Seminole County Land Development Code.

B. Use and Expenditure of County Mobility Fee Funds. The County shall expend County Mobility Fee funds collected by County within the Extrajurisdictional Benefit District only to partially fund right-of-way acquisition, design, or construction of part or all of the mobility projects identified in the Seminole County Mobility Plan, as may be amended, and which are located within the City Mobility Fee Benefit Districts (Oviedo Benefit District and Extrajurisdictional Benefit District, which lie within the County's Suburb District), as shown in Exhibit "A", unless otherwise agreed upon by the parties in writing.

7. The City and the County shall update the list of mobility projects located in the Mobility Fee Districts not less than every five (5) years from the effective date of this Agreement. The County's Share of Mobility Fees collected shall be based on the updated City mobility plan and mobility fee technical report to fund the updated mobility projects.

8. The capitalized terms and words used in this Agreement shall have the same meaning as used in the Oviedo Mobility Fee Ordinance and the Seminole County Mobility Fee Ordinance, respectively.

9. The County shall have the right to review the records of the City as to the receipt of City Mobility Fees in connection with the issuance by the City of building permits or functional equivalent for a residential or non-residential use required to pay City Mobility Fees. All such inspections shall be made upon reasonable notice and at reasonable times and place and shall not occur more than once during any twelve (12) month period during the term of this Agreement. If as a result of such inspection it is determined that the Mobility Fee was incorrectly calculated for a project and the amount of Mobility Fees paid to the County for a project was either underpaid or

overpaid, then such underpaid amount shall immediately be paid to County or such overpaid amount shall immediately be repaid to City.

10. City shall have the right to review the records of County as to the receipt of City Mobility Fees to confirm that City Mobility Fees paid to County by City are/were used by County for mobility projects to the County's Mobility System within the boundaries of the Mobility Fee Benefit Districts and in accordance with this Agreement. All such inspections shall be made upon reasonable notice and at reasonable times and place and shall not occur more than once during any twelve (12) month period during the term of this Interlocal Agreement. If it is determined that the Mobility Fees paid to County for a mobility project on the County's Mobility System within the boundaries of the Mobility Fee Benefit Districts and in accordance with this Agreement were not used for such mobility projects, then any such amounts shall be repaid to the City.

11. The term of this Agreement shall run from the Effective Date hereof for five (5) years or until the City Mobility Fee Report and City Mobility Plan is updated pursuant to the required statutory timeframe. Termination of this Agreement may only occur if:

- i. Both parties agree to terminate; or
- ii. Imposition of a mobility fee is no longer allowed by state law; or
- iii. Imposition of a mobility fee is no longer required by City or County Ordinance; or
- iv. Upon breach of this Agreement by a party, written notice to the breaching party by the non-breaching party, and the breaching party fails to cure the breach within a reasonable time period, not to exceed sixty (60) days after receipt of notice from the non-breaching party; or
- v. The term of the Agreement expires, as per the above.

In the event this Agreement is terminated, not later than thirty (30) days after the termination date, City shall remit to the County the County's Share of City Mobility Fees collected by City prior to the termination of this Agreement. The termination of this Agreement shall not require the County to refund any monies collected by the City and remitted to the County pursuant to this Agreement except that the provisions of Section 5(B) shall survive such termination. Once this Agreement terminated, the City and the County may resume collecting their own respective mobility fees, to the extent permitted by State law.

The City Manager and the County Manager, or his/her/their designee(s) shall meet and confer regarding the potential renewal of this Agreement no later than six (6) months prior to the required update times specified in Section 6 above as well as the termination date set out in this Section 10. The City Manager and the County Manager may agree to extend this Agreement up to six (6) months following its expiration, if necessary, to complete the process of extending this Agreement or negotiation of a new interlocal agreement. All renewals or extensions are subject to the approval of both the Seminole County Board of County Commissioners and the Oviedo City Council.

12. The adjudication of disputes and disagreements arising from this Agreement will be resolved through mediation between the Parties. If mediation fails, disputes shall be resolved by initiation of the appropriate action in the 18th Judicial Circuit Court in Seminole County, Florida.

13. This Agreement may be amended only by a written document signed by both Parties.

14. This Agreement embodies the whole understanding of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations, or agreements either verbal or written between the Parties regarding the subject matter contained herein. The Parties agree that this Agreement is intended to comply with the requirements for interlocal agreements set forth in Florida Statutes, Sec. 163.3180(5)(j).

15. This Agreement shall be subject to the approval hereof by both the Oviedo City Council and the Seminole County Board of County Commissioners.

16. This Agreement shall become effective on the date of execution hereof by the last Party to execute it ("Effective Date").

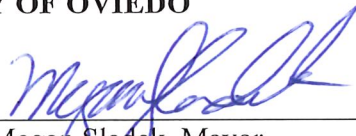
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for the purposes expressed herein.

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ATTEST:


By: 
Elianne Rivera, City Clerk

CITY OF OVIEDO

By: 
Megan Sladek, Mayor

Date: 22 AUG 25

Approved as to form and legal sufficiency

By: 
Wade Vose City Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: _____
Grant Malloy, Clerk of the Board of
County Commissioners of Seminole
County, Florida

By: _____
Jay Zembower, Chairman

Date: _____

For use and reliance of Seminole County only

As authorized for execution by the Board of County
Commissioners, at its _____, 2025
Regular Meeting

Approved as to form and legal sufficiency

By: _____
County Attorney

CITY OF OVIEDO 2045 MOBILITY PLAN

Mobility Fee Benefit Districts

