

INTERLOCAL AGREEMENT
ACQUISITION OF CERTAIN INTERESTS IN REAL PROPERTY RELATING TO WIDENING OF
MIDWAY ROAD FROM SELVITZ ROAD WEST TO GLADES CUT OFF ROAD

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2019, by and between the **CITY OF PORT ST LUCIE**, a Florida municipal corporation, (hereinafter "CITY") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (hereinafter "COUNTY").

RECITALS

WHEREAS, the COUNTY and CITY desire to enter into this Agreement pursuant to Section 163.01 of the Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the COUNTY and the Florida Department of Transportation (FDOT) are in the process of pursuing the construction of roadway improvements concerning the widening of Midway Road from Selvitz Road west to Glades Cut Off Road (the "Project"); and

WHEREAS, the proposed design for the widening of Midway Road is a four (4) lane divided urban section with a sidewalk on the north side of the Project that will be approximately six (6) feet wide and a twelve (12) foot wide multi-purpose path located on the south side of the project. Additionally, the Project will need to accommodate in the future two (2) additional lanes and pedestrian walkways in accordance with the St. Lucie Transportation Planning Organization Long Range Transportation Plan; and

WHEREAS, the acquisition of the fee simple ownership for one parcel and easements for several other parcels from the CITY is needed in order to construct the necessary proposed roadway improvements; and

WHEREAS, the CITY has agreed to convey to the COUNTY the necessary parcel and easements as indicated herein; and

WHEREAS, the CITY has requested that landscaping and associated irrigation be provided for screening as identified in the landscape concept plans attached as Exhibit "B"; and

WHEREAS, FDOT has included the landscaping concept plans identified in Exhibit "B" as part of the Projects FM# 231440-4 and 231440-5; and

WHEREAS, this Agreement serves a public purpose, and COUNTY and CITY represent to the other that each has the power, privilege, and authority to undertake and enter into this Agreement; and

WHEREAS, COUNTY and CITY agree to cooperate in an economic, timely and efficient manner.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the parties on the Project, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY intending to legally bind the respective entities and successors and assigns, hereby agree as follows:

1. **Recitations.** The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Condition Precedent.** The COUNTY and CITY agree that this Agreement is conditioned upon the use of Federal funds by FDOT.

3. **City Conveyances to the County.** The CITY hereby agrees to convey certain property interests to the COUNTY, which are more specifically described in the attached Exhibit "A." The purchase price to be paid by the COUNTY to the CITY shall be Ten (\$10) Dollars. The conveyance and simultaneous payment of the purchase price for the conveyances shall be completed by the parties within forty-five (45) days of the Effective Date of this Agreement. The conveyances are subject to two (2) readings of an Ordinance by City Council before the conveyance is effective. The parties agree that any and all costs and expenses associated with the CITY'S conveyances of the property interests to the COUNTY, including but not limited to recording fees, title insurance (if applicable), and any other costs, shall be borne solely by the COUNTY and at no cost or expense whatsoever to the CITY.

4. **Notices.** All written notices required under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt

requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE COUNTY:
PUBLIC WORKS DEPARTMENT CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984 <u>With a copy to:</u> OFFICE OF THE CITY ATTORNEY CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984	ST. LUCIE COUNTY ADMINISTRATOR County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982 <u>With a copy to:</u> ST. LUCIE COUNTY ATTORNEY County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982

Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery or (ii) on the date mailed, postage prepaid.

5. **Invalid Provisions.** In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

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

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous verbal or written agreements and understandings between the parties hereto.

8. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto.

9. **Effective Date; Recording.** The Effective Date of this Agreement shall be the date on which the last of the parties cause this Agreement to be executed. This Agreement shall be recorded by the COUNTY in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. A copy of the recorded Agreement shall be forwarded to the CITY.

IN WITNESS WHEREOF, the CITY and the COUNTY have caused this Agreement to be executed on behalf of their respective entities, their successors and assigns, on the day first above written.

COUNTY:

ATTEST:

ST. LUCIE COUNTY,
a political subdivision of the State of Florida

Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM AND CORRECTNESS:

County Attorney

CITY:

ATTEST:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

City Clerk

BY: _____
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

EXHIBIT "A"

Parcel No.	Ownership	Construction Purpose
Parcel 101 Parcel ID 3301-800-0010-000-2	City of Port St. Lucie – Fee Simple Right-of-Way Acquisition City will convey ownership to the County.	A 10-foot landscape buffer will be planted adjacent to the homes on the west side of the pond. Perpetual maintenance of the landscape buffer is the sole responsibility of the City of Port St. Lucie.
Parcel 700 Parcel ID 3420-735-0024-000-0 East of Torino 3420-735-0022-000-6 West of Torino	City of Port St. Lucie – Temporary Construction Easements City will retain ownership and will grant a Temporary Construction Easement to the County.	Parcels are required to allow the Contractor to perform minor clearing, grading and placement of landscaping.
Parcel 800 Parcel ID 3301-411-0003-000-6	City of Port St. Lucie – Perpetual Easement City will retain ownership and will grant a Permanent Easement to the County for the construction and perpetual maintenance of the roadway and drainage system. City to maintain control/ maintenance over the water main.	Entire parcel will be required for the construction and maintenance of Midway Road, specifically including roadway pavement, drainage structures, box culvert, embankment, multi-use trail and various utilities.
Parcel 804 Parcel ID 3420-735-0022-000-6	City of Port St. Lucie – Permanent Drainage Easement City will retain ownership and will grant a Permanent Drainage Easement to the County.	To accommodate the installation and maintenance of the new drainage pipes into and out of existing Pond A.