

RESOLUTION 22-R41

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ENTRANCE INTO AND EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY FOR THE PURPOSE OF DESIGNING A STORMWATER TREATMENT AREA WITHIN THE HOG PEN SLOUGH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities: and

WHEREAS, the City of Port St. Lucie ("City") and St. Lucie County ("County") desire to enter into an interlocal agreement to fund the design of a stormwater treatment area located on a 10.67 acre parcel of land owned by the City: and

WHEREAS, Hog Pen Slough is a drainage feature that benefits both County and City residents: and

WHEREAS, runoff from Hog Pen Slough has been determined to exceed water quality standards for the impaired receiving bodies, and additional capacity in Hog Pen Slough will benefit communities currently underserved by drainage level of service: and

WHEREAS, the proposed project ("Project") is for construction of a stormwater treatment area for Hog Pen Slough that will improve water quality for the regional system and overall health of the Indian River Lagoon and its tributaries: and

WHEREAS, water quality improvement projects are a strategic goal of both the County and City: and

WHEREAS, coordination of this work between the City and County will minimize impacts to residents and will serve a public purpose: and

WHEREAS, the County has executed an interlocal cost share agreement for the design of a stormwater treatment drainage feature within the Hog Pen Slough; and

WHEREAS, the City desires to accept the terms and conditions of the Interlocal Agreement and enter into the Interlocal Agreement with the County.

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF PORT ST. LUCIE
THIS IS TO CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE RECORDS ON FILE IN
THIS OFFICE
Sally Walsh
CITY CLERK
By: *Breanna Parkhurst*
DEPUTY CLERK
DATE: 3/30/2022
CITY SEAL
1951
FLORIDA

RESOLUTION 22-R41

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. The City Council hereby adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. The City Council hereby authorizes the Mayor, or her designee or the City Manager, or his designee, to enter into, execute and deliver the Interlocal Agreement, in substantially the same form that is attached hereto and incorporated herein as **Exhibit "A"**, and such other documents necessary to implement the terms of said Agreement.

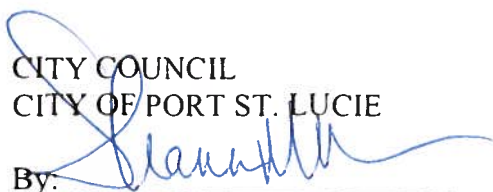
Section 3. The City Manager or his designee, is hereby authorized to take all actions necessary to implement the terms and conditions of the Interlocal Agreement, and accomplish the purposes set forth within.


Section 4. The City Clerk of the City of Port St. Lucie is hereby directed to send copies of this Resolution to the County and all other necessary parties.

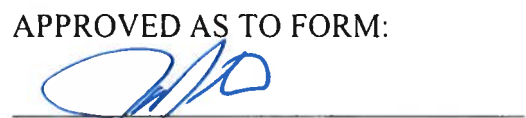
Section 5. If any resolution, or parts of any resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 6. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is held to be invalid or illegal by a Court of competent jurisdiction then the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall become effective immediately upon adoption **PASSED AND ADOPTED** by the City Council of the City of Port St. Lucie, Florida, this 28th day of March, 2022.

CITY COUNCIL
CITY OF PORT ST. LUCIE
By: 
Shannon M. Martin, Mayor

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM:

James D. Stokes, City Attorney

**INTERLOCAL AGREEMENT
COST SHARE AGREEMENT RELATING TO IMPROVEMENTS
FOR A STORMWATER TREATMENT AREA (STA) FOR HOG PEN SLOUGH**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 28th day of March, 2022, 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 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, Hog Pen Slough is a drainage feature that benefits both County and City residents;

WHEREAS, runoff from Hog Pen Slough has been determined to exceed water quality standards for the impaired receiving bodies, and additional capacity in Hog Pen Slough will benefit communities currently underserved by drainage level of service;

WHEREAS, the proposed project is for construction of a stormwater treatment area for Hog Pen Slough which will improve water quality for the regional system and overall health of the Indian River Lagoon and its tributaries ("Project");

WHEREAS, water quality improvement projects are a strategic goal of both the County and City;

WHEREAS, the City owns in fee-simple a 10.67 acre parcel of land to be used for the stormwater treatment area and the City has identified the Project within its 5-year capital improvement plan;

WHEREAS, the City intends to advertise for request for qualifications to design improvements for the Project, and the County and the City desire to partner on the design of the Project;

WHEREAS, coordination of this work between the City and County will minimize impacts to residents and will serve a public purpose; and

WHEREAS, County and City agree to cooperate in an economic, timely and efficient manner.

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, the County and City, hereby agree as follows:

1. **Recitations.** The foregoing recitals are true incorporated herein by reference.
2. **City Responsibilities.** The parties agree that the City shall advertise for open competition in conformance with the Consultants Competitive Negotiation Act (CCNA) and any procurement

regulations or guidelines relating to the use of federal funding under the American Rescue Plan Act of 2021 ("ARP"), a request for qualifications to design the Project and oversee the implementation of the design.

- a. The CITY shall include a County representative, as selected by the County, to participate in the selection committee and bid review process.
 - b. The County shall be copied on design submittals and be given an opportunity to review and provide comments in a timely manner.
3. **County Responsibilities.** The County agrees to reimburse the City for the cost of the design up to \$150,000.00. The County's contribution to the cost for the design of these improvements shall not exceed \$150,000.00. The County shall pay the reimbursement amount to the City within thirty (30) days of receipt by the County of an invoice from the City.
 4. **American Rescue Plan Funds.** The County's contribution includes ARP funds. The parties agree to comply with any federal regulations or guidelines relating to use of the ARP funds.
 5. **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	ST. LUCIE COUNTY ADMINISTRATOR County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982
With a copy to: OFFICE OF THE CITY ATTORNEY CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984	With a copy to: 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.

6. **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.

7. **Liability.** The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.
8. **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.
9. **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.
10. **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.
11. **Recording; Effective Date.** This Agreement shall be recorded by the County in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida in accordance with Section 163.01(11), Fla. Stat. A copy of the recorded Agreement shall be forwarded to the City. The Effective Date of this Agreement shall be the date the Agreement is recorded in the public records of St. Lucie County, Florida, and shall remain in effect for 2 years thereafter ("initial term"), unless it is extended as set forth in Section 12 below or terminated as set forth in section 13 below.
12. **Extension.** Upon the expiration of the initial term, this Agreement may be extended for an additional term of two years upon written consent of both parties.
13. **Termination.** Prior to the City entering into a design contract with the successful bidder, either party may choose to terminate this Agreement without cause upon providing a minimum of 30 days prior written notice delivered to the other party. After the City has entered into a design contract with the successful bidder, the parties may terminate this agreement by written consent of both parties.
14. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with Florida law without regard to conflicts of law provisions. The parties agree that venue shall be in St. Lucie County, Florida if filed in state court, and in the Southern District of Florida if filed in federal court.

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.

ATTEST:

Van Smith

DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: *S.P. Mitchell*
SEAN MITCHELL, CHAIR 1/25/22

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *Daniel McIntyre*
DANIEL MCINTYRE, COUNTY ATTORNEY

ATTEST:
[Signature]
CITY CLERK

CITY OF PORT ST. LUCIE, FLORIDA

BY: *Shannon Martin*
SHANNON MARTIN, MAYOR

DATE: 3/28/22

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *James Stokes*
JAMES STOKES, CITY ATTORNEY