

**INTERLOCAL AGREEMENT FOR THE
DESIGN, CONSTRUCTION, MAINTENANCE AND USE
OF TRANSIT SYSTEM TRANSFER FACILITY
BETWEEN ST. LUCIE COUNTY
AND
CITY OF PORT ST. LUCIE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to hereinafter as “County”), and **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, by and through its City Council, (referred to hereinafter as “City”).

WITNESSETH:

WHEREAS, in 2010 representatives of the City, County, St. Lucie County Housing & Community Services, St. Lucie County Transportation Planning Organization (TPO), St. Lucie County Council on Aging (the County’s former transit provider), and St. James Orthodox Church, established a working group (“Working Group”) to address the transportation needs of the community; and

WHEREAS, the Working Group began meeting in August 2010 to plan for relocating the bus transfer stop from the SE Deacon Avenue right-of-way to a safer location; and

WHEREAS, the City is the owner of the real property located on the northwest corner of SE Deacon Avenue and Belvedere Street, more specifically described as Tract D, Port St. Lucie Section 18 (“Tract D”); and

WHEREAS, the Working Group found that Tract D would provide a safer location for the bus transfer stop; and

WHEREAS, the County and City have agreed to cooperate with the St. Lucie County transit system as set forth herein; and

WHEREAS, the City used funds from Florida Department of Transportation (“FDOT”) Intermodal Grant as well as donated funds from St. James Orthodox Church to complete the construction of the Phase 1 Facility on Tract D in June of 2013; and

WHEREAS, the County has received grant funds from the Federal Transit Administration (FL2017-0850-00 and FL2020-053-1) (“FTA Grants”) to build an enhanced transit transfer facility featuring greater amenities for transit system users (“Phase 2”); and

WHEREAS, the City and the County now desire to enter this Agreement to set forth the responsibilities to fund, design, construct, and maintain Phase 2 of the Facility; and

WHEREAS, the Phase 1 Facility and Phase 2 shall be collectively referred to herein as the “Facility”; and

NOW, THEREFORE, in consideration of the conditions contained in this Agreement, the City and the County agree as follows:

1. County Responsibilities.

The County shall:

- A. Ensure that all obligations included in the FTA Grants are satisfied to guarantee the funding of Phase 2.
- B. Select and enter into a contract with a consulting architect/engineering firm to complete the design and permitting of Phase 2.
- C. Provide engineering details and specifications of Phase 2 to the City for comments and approval.
- D. Contract with a consulting firm to provide CEI Services during construction of Phase 2.
- E. Award a construction contract for Phase 2 by December 31, 2022.
- F. Provide quarterly project status reports to the City.
- G. Construct Phase 2 to meet the requirements of the FDOT Intermodal Grant by providing bike racks and connectivity to the existing sidewalks on Airoso Boulevard.
- H. Phase the scope of Phase 2 to keep the permitting, design, construction and CEI costs below the total funding available.
- I. Ensure that Phase 2 will comply with the Americans with Disabilities Act (“ADA”) guidelines and requirements; construct additional appurtenances to connect the shelter to the curb; and create ADA compliant access from the existing adjacent sidewalk to the shelter and from the shelter to the location where the bus would normally be boarded. Such items shall include but are not limited to pedestrian ramps, handrails, tactile warning devices and associated earthwork and grading necessary to meet ADA guidelines.

2. City Responsibilities.

The City shall:

- A. Provide the County with any staff level comments regarding the design and engineering specification of Phase 2 within 30 days following receipt from the County. All other reviews such as the City Council and Planning and Zoning Board are subject to the standard processing times.

- B. After construction is complete, empty trash receptacles, remove debris, clean and maintain restrooms, and maintain shelter amenities on a weekly schedule, unless a more frequent schedule is needed to maintain the shelter's cleanliness, as determined by the City.
- C. Promptly repair or replace all damaged parts and permanent fixtures to the Facility including, but not limited to, the bike rack, trash receptable, shelter and other amenities.

3. License Agreement.

The parties agree to enter into a license agreement governing use of Tract D and the Facility by the County prior to completion of construction of Phase 2.

4. County Transit Municipal Services Taxing Unit.

The parties acknowledge and agree on the allocation of funds collected by the County under the April 22, 2003, Interlocal Agreement between the parties recorded at Official Records Book 1742, Page 1199 of the Public Records of St. Lucie County, Florida, or the Public Transit MSTU ("Transit MSTU Interlocal Agreement"). The Transit MSTU Interlocal Agreement will expire on December 31, 2023 unless extended by the parties. In the event the Transit MSTU Interlocal Agreement is not extended or is extended but terminated early, the parties agree that the City will reimburse the County for funds expended by the County, including FTA Grants funds for the permitting, design, construction, and CEI services associated with constructing Phase 2. Such reimbursement shall be on a straight line pro rata basis based upon a fifty (50) year useful life of Phase 2. The City shall reimburse the County within sixty (60) days from the effective date of the expiration or termination of the Transit MSTU Interlocal Agreement. Upon receipt of the reimbursement payment and subject to any approval or consent required under the FTA Grants referenced above in Section 1.A, the County shall convey all its right, title and interest in the Facility to the City.

5. Term; Termination.

The term of this Agreement shall begin on the date it is recorded in the public records of St. Lucie County, Florida, (hereinafter referred to as the "Commencement Date") and shall run concurrently with the term of the Transit MSTU Interlocal Agreement, as such Interlocal Agreement may be extended or modified (the "2003 Interlocal"). After construction of Phase 2 and payment of the funding for Phase 2 as contemplated under this Agreement, and subject to the reimbursement provisions of Paragraph 4 above, either party shall have the right to terminate this Interlocal Agreement with one year's prior written notice to the other party or upon termination of the City's participation in the County's Transit MSTU; in the event of termination by either party, the termination shall be effective on January 1 of the year subsequent to one year from the notice of termination.

6. 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 the County or the City of the liability limits established in 768.28, Florida Statutes (2021), as amended.

7. Notice of Complaints or Suits.

Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party, Port St. Lucie Trolley or Treasure Coast Connector is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

8. Notice.

All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same shall be sent by certified mail, return receipt requested to:

To County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

With copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

To City of Port St. Lucie:

City of Port St. Lucie City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copy to:

City of Port St. Lucie Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

or to such other address(es) as a party may designate in writing to the other. The effective date of any notice shall be the date that such notice is received or refused.

9. Severability.

If any section, subsection, sentence, clause, provision, or part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected.

10. Assignment.

Neither party may assign their rights or obligations under this Agreement without the written consent of the other party which consent shall not be unreasonably withheld.

11. Non-Discrimination.

Each party for itself, its successors in interest, and its assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits, or otherwise be subjected to discrimination in the use of the Facility.

12. Entire Agreement.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiation, understandings, and representations (if any) made by and between such parties.

13. Amendments.

This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

14. Effectiveness.

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

15. Governing Law; Venue.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law and the Southern District of Florida, for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.

IN WITNESS THEREOF, the parties have executed the Agreement as of the dates the Agreement below indicated.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

DEPUTY CLERK

BY: _____
CHAIR

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS**

COUNTY ATTORNEY

ATTEST:

CITY OF PORT ST. LUCIE

CITY CLERK

BY: _____
CITY MANAGER

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS**

CITY ATTORNEY