

Prepared by and return to:
City Attorney's Office
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

**INTERLOCAL AGREEMENT
FOR MAINTENANCE OF THE ROUNDABOUT
AT THE GILSON ROAD AND BECKER ROAD INTERSECTION**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the **CITY OF PORT ST LUCIE**, a Florida municipal corporation ("City"), and **ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida ("County"). City and County may be referred to individually as a "party" or collectively as "the parties."

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;

WHEREAS, Veranda St. Lucie Land Holdings, LLC has contracted with Culpepper & Terpening, Inc. to design a roundabout at the Gilson Road and Becker Road intersection ("Roundabout") which is located partially in the City's and partially in the County's right-of-way;

WHEREAS, the parties desire to identify maintenance responsibilities for the Roundabout as depicted on the approved set of construction plans dated May 4, 2021 ("Construction Plans"), which are hereby incorporated by reference, and the as-built plans after the Improvements, as defined herein, are completed; and

WHEREAS, the "Demarcation Line" referred to below is shown on Exhibit "A" and is defined by connecting the end points of the flared end sections of the curb and gutter on the north and south sides of Becker Road and extended to the right of way lines; and

WHEREAS, coordination of the maintenance responsibilities among the parties will minimize impacts to residents and will serve a public purpose.

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the parties on the Roundabout project, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The foregoing recitals are true and incorporated herein by reference.
2. **County Responsibilities.** The parties agree that the County will be responsible for permitting and maintaining the following east of the Demarcation Line as defined above

and as noted in Exhibit “A”:

- a. Asphaltic Pavement and its underlying components;
- b. Drainage inlets, pipes, and appurtenances;
- c. Sidewalks including ADA ramps;
- d. Traffic signs including poles and components (including all other advance warning roundabout signs on Becker Road west of the Demarcation Line). The County will only maintain standard FDOT compliant poles (any decorative or ornamental signage will be maintained by the City);
- e. Pavement markings and reflective pavement markers (RPM); and
- f. Curb and gutter on the edge of the pavements, splitter islands and the central median.

3. City Responsibilities. The parties agree that the City will be responsible for:

- a. Choosing and maintaining decorative street lighting throughout the intersection. Street lighting and accessories that are placed in the County’s right-of-way must meet FDOT’s clear zone and site distance criteria;
- b. Inspecting and maintaining the following (hereinafter referred to as “Improvements”):
 - i. Landscaping (including but not limited to the central median, splitter islands, within the road ROW east of the Demarcation Line);
 - ii. Irrigation system;
 - iii. Decorative (stamped) concrete on the central median;
 - iv. Sod on the central median;
 - v. Monument/sculpture that may be placed on the central median;
 - vi. Decorative boulders; and
 - vii. Decorative retaining wall and columns on the central median.
- c. City agrees to address complaints by residents of the City or County with respect to the maintenance, repair, replacement of the Improvements at all times. The Improvements shall be as depicted (including location) on the Construction Plans.
- d. Any features placed in the County’s right-of-way shall meet FDOT’s clear zone and sight distance criteria. Sight obstructions shall not be caused by the Improvements.
- e. The County shall not be responsible to the City for damage to any Improvements caused by utilization of the Roundabout.
- f. In the event that the City is unwilling or unable to maintain the Improvements, the City agrees that the County may at the County’s option, maintain the Improvements at the City’s expense or remove the Improvements.

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:

Public Works Department
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

With a Copy to:

Office of the City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

For the County:

St Lucie County Administrator
County Administration Annex
2300 Virginia Ave
Fort Pierce, FL 34982

With a copy to:

St. Lucie County Attorney
County Administration Annex
2300 Virginia Avenue
Fort 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. **Sovereign immunity.** Nothing contained in this Agreement shall be deemed a waiver of the City or County’s sovereign immunity, whether by contract or by law.
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. **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.
8. **Entire Agreement.** This Agreement contains the entire agreement among 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 among the parties hereto.
9. **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.
10. **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.

11. Recording of Agreement. The City, at the County's expense, shall cause this Agreement to be recorded with the Clerk of the Circuit Court of St. Lucie County, Florida.

12. Effective Date. This Agreement shall be effective upon filing with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Fla. Stat.

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

ATTEST:

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

DEPUTY CLERK

BY: _____
CHRIS DZADOVSKY, CHAIR

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
COUNTY ATTORNEY

ATTEST:

CITY OF PORT ST. LUCIE, FLORIDA

SALLY WALSH, CITY CLERK

BY: _____
SHANNON MARTIN, VICE-MAYOR

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
CITY ATTORNEY

EXHIBIT

A

