

**INTERLOCAL AGREEMENT
ACQUISITION OF CONSULTANT SERVICES RELATING TO IMPROVEMENTS
ALONG PRIMA VISTA BOULEVARD FROM NE ESTIA LANE TO NE NARANJA AVENUE**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2020, 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, the CITY has contracted with American Consulting Professionals, LLC ("Consultants") to design improvements to Floresta Drive; and

WHEREAS, the COUNTY and the City have coordinated the design and improvements along Floresta Drive; and

WHEREAS, the proposed design for the Floresta Drive improvements will impact the intersection of Floresta Drive and Prima Vista Boulevard; and

WHEREAS, the COUNTY intends to construct beautification and access management improvements along Prima Vista Boulevard from US 1 to Airoso Boulevard as a Sales Tax Referendum project; and

WHEREAS, the CITY has agreed to coordinate with COUNTY to incorporate certain required design improvements on Prima Vista Boulevard which improvements include the intersection of Prima Vista Boulevard and Floresta Drive; and

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. The parties agree that the City shall incorporate into its design contract with the Consultant additional proposed improvements to Prima Vista Boulevard from NE Estia Lane to NE Naranja Avenue as determined by the County Engineer. The design of the Prima Vista Boulevard

improvements shall be subject to the final review and approval of the County Engineer. The scope of work for the design of proposed County improvements is set out in Exhibit A.

3. The County agrees to reimburse the City for the cost of the design of additional proposed improvements to Prima Vista Boulevard. The County's contribution to the cost for the design of these improvements shall not exceed \$355,673.00 unless the County changes the scope of work or requests additional work from the consultant.
4. That 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.
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: |
|---|---|
| <p>PUBLIC WORKS DEPARTMENT CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984</p> <p>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</p> | <p>ST. LUCIE COUNTY ADMINISTRATOR County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982</p> <p>With a copy to: ST. LUCIE COUNTY ATTORNEY County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982</p> |

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. **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 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.

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. 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.

ATTEST:

DEPUTY CLERK

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

BY: _____
CHAIR

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
COUNTY ATTORNEY

ATTEST:

CITY CLERK

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
GREGORY J. ORAVEC, MAYOR

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
JAMES STOKES, CITY ATTORNEY