

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PORT ST. LUCIE
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR CORRIDOR STUDY OF PORT ST. LUCIE BOULEVARD**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2021 by and between the City of Port St. Lucie (herein referred to as “the City”) and the Treasure Coast Regional Planning Council (herein referred to as “the Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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 localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and 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, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the City Council of the City of Port St. Lucie, Florida, has determined that analysis of the Port St. Lucie Boulevard corridor, including development and redevelopment strategies, modifications to existing City Land Development Regulations and Comprehensive Plan provisions, and review of existing conditions to be in the best interests of the residents and businesses of the City of Port St. Lucie; and

WHEREAS, the City of Port St. Lucie and the Council desire to enter into this Agreement to facilitate planning activities related to the Port St. Lucie Boulevard corridor.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with an analysis of development and redevelopment strategies along the Port St. Lucie Boulevard corridor, the relevant Comprehensive Plan provisions and Land Development Regulations, and existing conditions along the corridor as described herein.
- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the City Council of the City of Port St. Lucie and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Port St. Lucie and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of St. Lucie County, Florida.

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon the Effective Date and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.

- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party, and attached to the original Agreement.
- E. The City agrees to:
 - 1. Assist in the development of documents necessary to conduct the analysis;
 - 2. Provide all necessary public notice as required by Florida Statutes;
 - 3. Provide venues for all public workshops and meetings; and
 - 4. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three (3) years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

SECTION 5. TERMINATION

This Agreement may be cancelled by the Council upon thirty (30) days prior written notice to the City's representative in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Council; provided the City shall fail to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the Council without cause upon thirty (30) days prior written notice to the City's representative. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice to the Council. The Council shall be paid for services rendered in accordance with the requirements of this Agreement through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by the City, the Council shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 3. Transfer all work in progress, completed work, and other materials related to the terminated work to the City.

4. Continue and complete all parts of the work that have not been terminated.

SECTION 6. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. These indemnities shall be limited to the scope specified in Section 768.28, Florida Statutes. The Parties do not alter, extend, or waive any defense of sovereign immunity to which they may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law, including limits on attorney's fees. This provision shall survive termination or expiration of this Agreement.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the City:

Russ Blackburn, City Manager
City of Port St. Lucie
121 SE Port St. Lucie Boulevard
Port St. Lucie, FL 34958

Copies to:

City Attorney
City of Port St. Lucie
121 SE Port St. Lucie Boulevard
Port St. Lucie, FL 34958

For the Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services as identified in **Attachment “A”**. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in **Attachment “A”**, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided. The amount to be paid by the City may be reduced by funding provided by other agencies; however, no such reduction is assured.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 12. INSURANCE

- A. Prior to the execution of this Agreement by the City, Council shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- B. Council shall procure and maintain in force, at its own expense, during the term of this Agreement and any extension thereof, General Liability Insurance, including third party bodily injury liability insurance coverage, as in accordance with Section 768.28, Florida Statutes. Such insurance coverage shall be adequate to protect against liability for claims resulting from the negligent acts or omissions of Council relating to this Agreement. The policy shall clearly state that coverage required by Council has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as an Additional Insureds added to its General Liability and Auto policy. The name for the Additional Insureds endorsement issued by the insurer shall read “City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall reference the Interlocal Agreement between the Treasure Coast Regional Planning Council and the City of Port St. Lucie.” The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. The policy shall respond as primary. A waiver of subrogation shall be provided in favor of the City for all policies. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance and provided to the City annually. All deductible amounts shall be paid for and be the responsibility of Council for any and all claims under this Agreement.

Council is responsible for ensuring that all contractors or subcontractors performing work relating to this Agreement have policies of insurance reflecting the coverage set forth in **Attachment “C”** to this agreement.

SECTION 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Council shall deliver to the City’s representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Agreement.

All drawings, maps, sketches, programs, data base, reports, and other data developed , or purchased, under this Agreement for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Council shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations, made herein relating to disclosure of ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Council is, and shall be, in the performance of all work services and activities under this Agreement, and Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Council's sole direction, supervision, and control. The Council shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Council's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City.

The Council does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

SECTION 15. CONTINGENT FEES

The Council warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Council, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Council, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in St. Lucie County, Florida.

SECTION 17. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 18. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

SECTION 19. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

SECTION 20. NON-DISCRIMINATION

The Council warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, disability, sexual orientation, gender identity, or any other category provided by law and it shall not discriminate or permit discrimination against any employee or applicant for employment on such basis. Council and City agree that no person shall be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination or retaliation on the basis of race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, disability, sexual orientation, or gender identity under any activity carried out in the performance of the Agreement.

SECTION 21. PUBLIC RECORDS

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Council does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SALLY WALSH, CITY CLERK, (772) 871-7325, SWALSH@CITYOFPSL.COM

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

City of Port St. Lucie

ATTEST:

By: _____
Sally Walsh
City Clerk

By: _____
Shannon Martin
Acting Mayor

Approved as to form:

By: _____
James D. Stokes
City Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

PORT ST. LUCIE BOULEVARD CORRIDOR STUDY FOR THE CITY OF PORT ST. LUCIE

SEPTEMBER 17, 2021

PROJECT DESCRIPTION:

The City of Port St. Lucie (City) seeks to engage the Treasure Coast Regional Planning Council (Council) to solicit public input, analyze existing conditions, and provide recommendations for development and redevelopment of the Port St. Lucie Boulevard corridor. The Scope of Services will include the following phases of work:

Phase 1:

- Undertake due diligence research to assess land use, planning, and physical conditions along the Port St. Lucie Boulevard Corridor in the City of Port St. Lucie, generally located south of Gatlin Boulevard and north of Becker Road;
- Conduct a structured series of public input activities, including stakeholder interviews, meetings with property owners, public workshops, and presentations to the City Council;
- Generate corridor design concepts for multiple segments of the Port St. Lucie Boulevard Corridor which are representative of various lot arrangements, rights-of-way, and other conditions; and
- Develop a project report summarizing due diligence findings, public input, conceptual designs, and an implementation approach, including recommendations for revising the City's Comprehensive Plan, Land Development Regulations, infrastructure, and policies.

Phase 2:

- Conduct a financial feasibility analysis of three conceptual infill development or redevelopment scenarios as identified through the planning process, including determinations of likely investment viability and returns and estimated net new ad valorem tax yields.

SCOPE OF SERVICES:

Phase 1: Evaluation, Public Outreach, and Plan Development

Task 1.1: Due Diligence and Background Assessment

Staff Work Session #1

Council will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; identify City GIS base map analysis; gather background data; review general market, infrastructure and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The City will provide all regulatory, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional Staff Work Sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members on the project mission and goals. Staff Work Session #1 will be scheduled with City staff in the first month of the project following execution of the interlocal agreement. Council will be responsible for logistics, agendas, facilitation, and meeting notes for all Staff Work Sessions.

Due Diligence Overview

Base Documentation

The Council team will compile the City Comprehensive Plan, Land Development Regulations, utility plans (water, sewer, stormwater), roadway plans and right-of-way maps, ownership maps, GIS information, aerial photographs, completed and pending site plans including conversions, and other data as appropriate and provided by the City. With assistance from the City, the Council team will begin to develop base maps for the project for use in developing corridor concepts.

Site Reconnaissance

The Council team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, Council team members may schedule to meet with City staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Preliminary Infrastructure Analysis

The Council team will assess conditions related to the transportation network, potable water, sanitary sewer, stormwater, environmentally sensitive lands, parks, schools, property ownership patterns, property value analyses (age of structures, land value to total property value ratio, etc.) based on data to be provided by the City.

Staff Work Session #2

Council will conduct a work session with City staff to review the field work, observations, due diligence documentation, and preliminary findings.

Task 1.1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Sessions #1 and #2 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
2. Project Memorandum #1 including:
 - a. Updated Project Schedule
 - b. Due Diligence Components
 - c. Summary of Site Reconnaissance
 - d. Summary of Land Development and Infrastructure Conditions
 - e. Preliminary Findings

Task 1.2: Public Outreach (Phase 1)

Stakeholder Interviews

The Council team will conduct up to twenty (20) stakeholder interviews virtually. The interviews will be designed to further inform the Council team as to the opportunities and challenges related to redevelopment along the Port St. Lucie Boulevard corridor and will be focused on land uses, development patterns, building scale and mass, densities, and height. Interviewees are anticipated to include members of the City Council, City staff, property owners, developers, the Chamber of Commerce, real estate agents, and residents of the City, as well as representatives of other public agencies as appropriate (e.g., Florida Department of Transportation, St. Lucie County, St. Lucie Transportation Planning Organization, Treasure Coast Connector). City staff will identify recommended interviewees, and Council will be responsible for scheduling and conducting the interviews.

Multimodal Team Meetings

Council staff will participate in the quarterly meetings of the City of Port St. Lucie Multimodal Team throughout the course of the project to share progress updates and gain insight into City-wide efforts.

Public Workshop #1: Visioning

In order to gain public input and provide opportunity for public involvement and engagement, Council will conduct a facilitated public workshop. The workshop will be open to all who are interested in attending. The workshop will include an opening presentation summarizing the intent of the effort, identify opportunities and challenges, and review development patterns.

The City will provide the workshop venue, public notice as required, and refreshments. Council will provide workshop facilitators, maps, presentations, and all other workshop materials. Council will work with the City regarding workshop logistics to maximize public participation both in-person and virtually utilizing City resources.

Staff Work Session #3

Council will conduct a work session with City staff to review public input and preliminary plan concepts.

Task 1.2 Deliverables

Specific deliverables will include:

1. Completion of Interviews including:
 - a. Listing of Stakeholder Interviewees
 - b. General Summary of Interview Findings
2. Participation in quarterly Multimodal Team meetings
3. Completion of Public Workshop #1
4. Facilitation of Staff Work Session #3 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
5. Project Memorandum #2 including:
 - a. Public Workshop # 1 Presentation and Documentation
 - b. Summary of Public Input

Task 1.3: Corridor Plan Concepts and Public Outreach (Phase 2)

Develop Port St. Lucie Boulevard Corridor Plan Concepts

Working with Village staff, Council will integrate due diligence, preliminary findings, and public input into multiple corridor plan concepts addressing land use patterns, infrastructure improvements, and typical redevelopment scenarios. Concepts will be representative of various lot arrangements, rights-of-way, and other conditions.

Staff Work Session #4

Council will conduct a work session with City staff to review corridor plan concepts.

City Council Presentation #1

Council will provide a presentation to the City Council covering current project status and a summary of due diligence findings, public input, and corridor plan concepts.

Public Workshop #2

Council will conduct a second Public Workshop to present a summary of the input received in Public Workshop #1 and the draft corridor plan concepts described above. The City will provide the workshop venue, public notice as required, and refreshments. Council will provide workshop facilitators, maps, presentations, and all other workshop materials. Council will work with the City regarding workshop logistics to maximize public participation both in-person and virtually utilizing City resources.

Task 1.3 Deliverables

Specific deliverables will include:

1. Corridor Plan Concepts
2. Facilitation of Staff Work Session #4 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
3. Presentation #1 to the City Council
4. Completion of Public Workshop #2
5. Project Memorandum #3 including:
 - a. Corridor Plan Concepts
 - b. Public Workshop #2 Presentation and Documentation
 - c. Summary of Public Input

Task 1.4: Port St. Lucie Corridor Plan Report

Draft Project Report

The Council team will assemble all project data, findings, and recommendations into a draft Project Report that will include summaries of due diligence, infrastructure analysis, and public input; recommended corridor plans (narrative, perspectives, renderings as needed); detailed analysis of representative areas (major intersections, key parcels, redevelopment opportunities); multimodal network diagrams; identification of block structure, parking, and stormwater interventions; and recommended implementation strategies (land use, zoning, infrastructure, policy). The draft Project Report will be provided to staff for up-to two (2) rounds of consolidated edits, which will be incorporated into a final Project Report.

Staff Work Session #5

Council will conduct a work session with City staff to review City comments on the draft report and mutually determine how to address the comments.

Final Project Report

Based on the review comments received from the City, the Project Report will be revised and finalized. The Project Report will then be provided to the City.

City Council Presentation #2

After the submittal of the final Project Report, Council will present to the City Council covering the process, due diligence findings, public input, recommended corridor plans, and implementation strategies. Input received at the meeting will be incorporated as necessary into the Project Report and provided back to the City. Council will coordinate the scheduling and content of the presentations with City staff.

Task 1.4 Deliverables

Specific deliverables will include:

1. Project Report (draft and final)
2. Facilitation of Staff Work Session #5 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
3. Presentation #2 to the City Council

Phase 2: Financial Feasibility Analysis

Task 2.1: Preliminary Financial Feasibility Analysis

Preliminary Financial Feasibility Analysis

The Council team will develop a preliminary financial feasibility model to analyze three conceptual infill development or redevelopment scenarios (e.g., residential, commercial, mixed-use) as identified through the planning process. This analysis will measure the overall investment viability and estimate potential land values and net new ad valorem tax revenues that could accrue to the City and other relevant taxing entities. Findings from this analysis will be incorporated into potential revisions to conceptual designs as well as land use, zoning, and other implementation recommendations in the Final Report.

Staff Work Session #6

Council will conduct a work session with City staff to clarify land use conditions, assumptions, and inputs for the preliminary financial feasibility model.

Draft Financial Feasibility Memorandum

The Council team will assemble the findings and recommendations from the preliminary financial feasibility analysis into a draft Financial Feasibility Memorandum. The draft Memorandum will be provided to staff for one round of consolidated edits.

Task 2.1 Deliverables

Specific deliverables will include:

1. Financial Feasibility Memorandum (draft)
2. Facilitation of Staff Work Session #6 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)

Task 2.2: Final Financial Feasibility Analysis

Staff Work Session #7

Council will conduct a work session with City staff to review City comments on the draft Financial Feasibility Analysis and mutually determine how to address the comments.

Final Financial Feasibility Memorandum

Based on the review comments received from the City, the draft Financial Feasibility Analysis Memorandum will be revised, finalized, and incorporated into the Project Report as appropriate.

Task 2.2 Deliverables

Specific deliverables will include:

1. Financial Feasibility Memorandum (final)
2. Facilitation of Staff Work Sessions #7 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Sign-In Sheets and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables (produced by the City with Council guidance)	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Corridor Plans	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of \$135,000.00 (One Hundred Thirty-Five Thousand Dollars and Zero Cents). The total fee includes

travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services. The amount to be paid by the City may be reduced by funding provided by other agencies, however, no such reduction is assured.

Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

Revisions to the City’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports is not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Upon Execution	10%	\$11,000.00
Task 1.2 Due Diligence and Background Assessment (Project Memorandum #1)	10%	\$11,000.00
Task 1.2 Public Outreach Phase 1 (Interviews, Public Workshop #1, Project Memorandum #2)	25%	\$27,500.00
Task 1.3 Corridor Plan Concepts and Public Outreach Phase 2 (Corridor Plan Concepts, Public Workshop #2, Project Memorandum #3)	25%	\$27,500.00
Task 1.4 Submittal of Final Report	30%	\$33,000.00
Subtotal Phase 1	100%	\$110,000.00
Upon Execution	10%	\$2,500.00
Task 2.1 Preliminary Financial Feasibility Analysis	60%	\$15,000.00
Task 2.2 Final Financial Feasibility Analysis	30%	\$7,500.00
Subtotal Phase 2	100%	\$25,000.00
TOTAL		\$135,000.00

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in September 2021, is included as Attachment B.

**ATTACHMENT B
ANTICIPATED PROJECT SCHEDULE**

PORT ST LUCIE BOULEVARD CORRIDOR PLAN		2021						2022											
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
PROJECT SCHEDULE		3RD QTR		4TH QTR		1ST QTR			2ND QTR			3RD QTR			4TH QTR				
Task 1.1	Due Diligence & Background Assessment				■	■													
Task 1.2	Public Outreach (Phase 1)				■		■	■			■				■				
Task 1.3	Corridor Plan Concepts & Public Outreach (Phase 2)							■	■	■									
Task 1.4	Port St. Lucie Boulevard Corridor Plan Final Report										■	■	■	■	■	■			
Task 2.1	Preliminary Financial Feasibility Analysis							■	■	■									
Task 2.2	Final Financial Feasibility Analysis										■	■	■	■	■				

ATTACHMENT C

The requirements contained herein, as well as the City of Port St. Lucie's review or acceptance of insurance maintained by the Council are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Council.

The Council recognizes that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision in this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City.

- a. Workers' Compensation Insurance & Employer's Liability: Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum.
- b. Commercial General Liability Insurance: The Council as a state agency or subdivision as defined by section 768.28 F.S., shall provide adequate Commercial General Liability Insurance, and hold such liability insurance throughout the term of this Agreement. A self-insurance program operating under the laws of the State of Florida may provide such coverage. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided. Coverage shall apply as primary.
- c. Automobile Liability Insurance: The Council as a state agency or subdivision as defined by section 768.28 F.S., shall provide adequate Business Automobile Liability Insurance, and hold such liability insurance throughout the term of this Agreement. A self-insurance program operating under the laws of the State of Florida may provide such coverage. The City of Port St. Lucie must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
- d. Professional Liability Insurance: Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of the COUNCIL's most recent annual report or audited financial statement. For policies

written on a "Claims-Made" basis, the COUNCIL warrants the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, COUNCIL shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

- e. Additional Insured Requirements: Except as to Workers' Compensation and Employer's Liability, and Professional Liability Insurance, the Certificate(s) and policies shall clearly state the coverage as endorsed to include the City of Port St. Lucie as Additional Insureds added to its Commercial General Liability policy and Automobile Policy. The name for the Additional Insured endorsement issued by the insurer shall read "The City of Port St. Lucie, a Florida municipal corporation, its officers, employees, and agents." Policies shall be endorsed to provide a minimum of thirty (30) days written notice to the City prior to cancellation, non-renewal, or adverse change of coverage.
- f. Deductibles: All deductibles shall be paid for and be the responsibility of the Council for any and all claims related to the work performed under this Agreement.
- g. Waiver of Subrogation: The Council shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Council shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Council enter into such a Contract on a pre-loss basis.
- h. It shall be the responsibility of the Council to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above *without the language* "when required by written contract.
- i. The City through their respective Risk Management Department, reserve the right, but not obligation to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time.