

**INTERLOCAL COST SHARE AGREEMENT BETWEEN THE ST. LUCIE COUNTY FIRE
DISTRICT AND THE CITY OF PORT ST. LUCIE FOR THE TRAFFIC SIGNALIZATION
STATION 20
SW VILLAGE PARKWAY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ____ day of January, 2025, by and between the ST. LUCIE COUNTY FIRE DISTRICT, an independent special taxing district of the state of Florida (DISTRICT), and the CITY OF PORT ST. LUCIE, a Florida Municipal Corporation (“CITY”).

WITNESSETH:

WHEREAS, the CITY is a Florida municipal corporation and general-purpose government that has jurisdiction over certain lands in St. Lucie County, Florida: and

WHEREAS, the DISTRICT is an independent special district of the State of Florida responsible for the provision of fire and emergency medical services in incorporated and unincorporated St. Lucie County, Florida; and

WHEREAS, the DISTRICT is developing and constructing a fire station on property known as SW Village Parkway, Fire Station 20 (the “Construction Project”) on property the DISTRICT owns; and

WHEREAS, the general location of the Construction Project is set forth on the location map attached hereto as Exhibit “A”; and

WHEREAS, the intersection on SW Village Parkway (“ROW”) in front of the Construction Project is required to be upgraded to full signalization to better manage traffic with due to the needs of the Construction Project, which requires an emergency traffic signal, as indicated in the January 26, 2023 Traffic Study prepared by Mackenzie Engineering & Planning, Inc.; and

WHEREAS, the Stars and Stripes Park (“CITY Property”) is directly across from the Construction Project; and

WHEREAS, a legal description of the CITY Property is attached as Exhibit “B”; and

WHEREAS, a legal description of the ROW is attached as Exhibit “C”; and

WHEREAS, the DISTRICT desired to install a span wire design and the CITY desired a full mast arm design for the signal per section 9.2.1 of the City’s Engineering Code ; and

WHEREAS, the parties desire to enter into this Agreement for the DISTRICT to make improvements to the CITY's Roadway System within the ROW for the benefit of the City's Roadway ("Signalization Project"); and

WHEREAS, the CITY will reimburse the DISTRICT for the difference between total construction cost of the original span wire design and the upgraded full mast arm design upon completion of construction; and

WHEREAS, the District has entered into a Project Agreement (Exhibit "D" hereto) with Remnant Construction, LLC. to construct the full mast arm signalization with a guaranteed maximum price (GMP) of \$751,222.65 contingent upon the successful execution of this Agreement; and

WHEREAS, the GMP for construction cost of the original span wire signalization for Fire Station No. 20 is \$327,877.00.

WITNESSETH

NOW THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, it is hereby mutually agreed among DISTRICT and the CITY as follows:

1. Authority. This Agreement is entered pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, Section 163.400, Florida Statutes; Chapter 163, Part III, Florida Statutes; and other applicable provisions of law, all as amended and supplemented from time to time.

2. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference.

3. Traffic Signalization Construction Project. The DISTRICT shall design the infrastructure for the Signalization Project set forth on Exhibit "E" for the over, under, through and across the ROW in accordance with the plans, specifications and engineering data submitted by the DISTRICT's Engineer of Record ("EOR") and approved by the appropriate governmental regulatory agencies, including the CITY.

4. Use of City Property for Construction Access. Should the DISTRICT find it necessary or desirable to utilize the City Property for construction access or staging for the Signalization Project the DISTRICT must coordinate such use with the CITY prior to such use and receive written permission regarding conditions of said use, including but not limited to timing and location. The CITY is under no obligation to grant said permission.

5. Compliance with Applicable Laws, Codes and Regulations. The DISTRICT shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have

jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances, as amended from time to time. To the extent not obtained prior to the date hereof, the DISTRICT shall obtain any federal, state and/or CITY or other required permits necessary to construct the Signalization Project (the "Construction Permits").

6. Resolution of Disputes. If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

7. Public Purpose. This Interlocal Agreement satisfies and is pursuant to a public purpose and is in the public interest and is a proper exercise by the DISTRICT and the CITY of power and authority of each under Florida law.

8. Construction Plans. The EOR shall furnish to CITY a complete signed and sealed set of design and construction drawings, plans, specifications, and other necessary engineering data (hereinafter "Construction Plans") for the Signalization Project for review by the CITY prior to commencing construction.

9. Completion of Project. Final Completion of the Signalization Project shall be prior to or concurrent with the first day of the Construction Project receiving a certification of occupancy. Completion of the Project shall mean (a) certification by the EOR of completion; (b) a signed Bill of Sale, in a form mutually acceptable to the Parties conveying the Signalization Project to the CITY; (c) a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the CITY the DISTRICT's rights and interest in and to all third party warranties pertaining to the Signalization Project, to the extent assignable; (d) a signed Owners Affidavit and Contractors Affidavit; and (e) the DISTRICT preparing by a Florida registered surveyor and mapper and furnish to the CITY, in both PDF and CAD formats, an as-built survey of the Signalization Project as constructed in accordance with the standards and specifications ("As-Built"). Upon Completion of the Project and all permits issued in connection with the Signalization Project having been properly closed, the CITY shall deliver to the DISTRICT written acceptance of the Signalization Project ("Certificate of Completion"). Upon issuance of the Certificate of Completion, the CITY shall be solely responsible for all ongoing maintenance, repair, operation and replacement of the Signalization Project and the DISTRICT shall have no responsibility or obligation related to same. For purposes of this Agreement, the "Final Completion" of construction of the Signalization Project shall not be deemed to have occurred until such time as the CITY has issued the Certificate of Completion (as defined above).

10. Reimbursement. The CITY shall reimburse DISTRICT in the amount of the cost differential between the original span wire design and the full mast arm design. DISTRICT shall invoice the CITY within ninety (90) days of Final Completion of the Signalization Project. The

anticipated cost differential is \$315,624.00. The CITY shall have a right to request documentation to verify the cost differential detailed herein. However, under no circumstances will the cost differential exceed \$315,624.00.

11. Notice. All notices, requests, consents, and other communications required or permitted 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:

PORT ST. LUCIE
Colt Schwerdt, PE
Public Works Director
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

FOR THE DISTRICT:

ST. LUCIE COUNTY FIRE DISTRICT
Paul Langel
Deputy Chief
5160 NW Milner Drive
Port St. Lucie, FL 34983

With a copy to:

OFFICE OF THE CITY ATTORNEY
CITY OF PORT ST. LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

With a copy to:

FIRE DISTRICT ATTORNEY
Kim Sabol
5160 NW Milner Drive
Port St. Lucie, FL 34983

12. Amendment. Any Amendments to this Agreement must be in writing and executed by both parties with the same formalities as this Agreement.
13. 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.
14. Headings. The headings contained in this Agreement are for convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
15. Pronouns. In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.
16. Waivers. Any waiver issued by DISTRICT or the CITY of any provision of this Agreement shall only be effective if issued in writing and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver

or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

17. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.
18. Sovereign Immunity. Nothing in this Agreement shall be construed to extend either Party's liability as set forth in Section 768.28, Florida Statutes, beyond that provided in this Agreement nor shall it be construed as consent for either Party to be sued by third parties in any matter arising out of this Agreement.
19. 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 agreements and understandings between the parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid, except as provided in Section 9.
20. Authority to Sign. Each individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.
21. Effective Date. This Agreement is not binding and is of no force and effect until fully executed by both DISTRICT and the CITY.
22. Force Majeure. The deadlines set forth herein are subject to extensions by any Party for a Force Majeure Event (as herein defined). As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that results from such Force Majeure Event. In the event that any Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after the

occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other Party within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

23. Insurance. See attached Exhibit "F" for insurance requirements.
24. Indemnification. To the extent permitted by law, the DISTRICT shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the DISTRICT, its elected officers, agents, servants, representatives, or employees, in the performance of this Agreement. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of either the DISTRICT or the CITY beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

IN WITNESS WHEREOF, DISTRICT and the CITY have caused Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, on the day and year first above written, which shall be the date the last party signs this Agreement.

[SIGNATURES TO FOLLOW]

CITY OF PORT ST. LUCIE:

Witnesses:

A Florida municipal corporation

Print Name/Address: _____

By: _____

Print Name: _____

Print Name/Address:

Its: City Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by _____, as _____ of City of Port St. Lucie, a Florida municipal corporation, who [] is personally known to me or [] has produced _____ as identification.

[Notary Seal]

Notary Public-State of Florida

Print Name:

My commission expires:

Witnesses: Kim Sabol

ST LUCIE COUNTY FIRE DISTRICT

An independent special district of State of Florida

Print Name/Address: Kim Sabol
District Attorney
5160 NW Milner Dr.
Port St. Lucie, FL 34983

By: Shannon Martin
Print Name: Shannon Martin

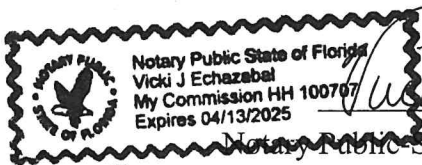
Nick Wilson
Print Name/Address: Nick Wilson
5160 NW Milner Dr.
Port St. Lucie, FL 34983

Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 17 day of January, 2024, by Shannon Martin, as Vice Chair of St. Lucie County Fire District, on behalf of the company, who ☒ is personally known to me or [] has produced _____ as identification.

[Notary Seal]



Print Name: Vicki J. Echazabal
My commission expires: 4-13-2025

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