




INTEROFFICE MEMORANDUM
FROM THE OFFICE OF THE
CITY MANAGER

TO : The Honorable Mayor and Members of the City Commission
FROM : Robert J. Bradshaw, City Manager 
RE : **Draft Interlocal Agreements with St. Lucie County re: Port of Fort Pierce**
DATE : October 7, 2015

Attached are two draft interlocal agreements with St. Lucie County that are scheduled for discussion at the City Commission Conference Agenda meeting on October 12, 2015. Both agreements have been reviewed by staff and are recommended for approval.

Interlocal Agreement (Cooperation – Development of the Port of Fort Pierce)

The City has the authority to impose and enforce land development regulations on the property within the Port of Fort Pierce. The County is currently designated as the Port Authority for the Port of Fort Pierce. This agreement provides for the City and County to work in partnership for the development of the port.

In addition, the City and County will agree to cooperate in the following objectives: the acquisition of property necessary for development, the development of master plans, the implementation of the approved Port master plan and the scheduling of joint meetings at least once a year to discuss the Port of Fort Pierce.

The agreement also specifies that the initial port project agreement is the Fisherman's Wharf Development Project agreement.

Fisherman's Wharf Land Acquisition (Phase 1) Project Agreement

The City and County agree to acquire the parcels necessary to implement the Conceptual Plan for the development of Fisherman's Wharf, as presented by the FDOT's consultant, TranSystems. The acquisition of the private property requires the County sending "willing seller" letters to the property owners, and the County obtaining quotes from certified appraisers for those parcels that are available for purchase.

As an option, the City may pay half of the appraisal costs. The City may also, as an option, pay a portion of up to 50% of the purchase price for the privately owned parcel(s). If the City funds a portion of the purchase price, the title to the property will be conveyed to both the City and the County as tenants in common according to the percentage of the funding.

If you have any questions or need additional information, please contact me at your earliest convenience.

RJB:jdr

Attachments

c: Nick Mimms, Deputy City Manager
Robert V. Schwerer, City Attorney

**INTERLOCAL AGREEMENT
(COOPERATION – DEVELOPMENT
OF THE PORT OF FORT PIERCE)**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2015, by and between **CITY OF FORT PIERCE**, a Florida municipal corporation (the “City”) and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the County and the City will potentially realize substantial economic benefit from the development of the Port of Fort Pierce in the form of new jobs, new maritime industry and commerce and an enhanced tax base; and

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers; and

WHEREAS, the County and the City have the power to expand funds for the purpose of port improvements; and

WHEREAS, the City has the authority to impose and enforce land development regulations covering property within the Port of Fort Pierce; and

WHEREAS, the County is currently designated as the Port Authority for the Port of Fort Pierce; and

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of the Port of Fort Pierce and allocate responsibilities among themselves and designate one or more parties to the agreement to administer or execute the agreement; and

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. GENERAL

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal

Cooperation Act.

2. COOPERATION – GENERAL

A. The Parties agree to:

- Cooperate in the acquisition of property that is necessary for the development of the Port of Fort Pierce; and
- Cooperate in the development of master plans for the Port of Fort Pierce; and
- Cooperate in the implementation of the approved Port master plan; and
- Schedule joint meetings between the governing bodies as needed but not less than annually to discuss items of interest related to the Port of Fort Pierce

3. SPECIFIC PORT PROJECTS

The parties contemplate cooperating on specific projects concerning the future development of the Port of Fort Pierce. An example of this cooperation is the project improving North Second Street which predated this Agreement. For future specific port projects the parties may amend the agreement and attach a project agreement to this agreement or, at the parties option, the parties may choose to enter into a separate project agreement. The initial specific port project agreement is the Fisherman's Wharf Development project agreement which is attached to this Agreement as Exhibit 1.

4. TERMINATION

Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to terminate any specific port project agreement.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

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

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manger
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

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

With a Copy to:

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

8. FILING

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

Clerk

CITY OF FORT PIERCE, FLORIDA

BY: _____
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
City Attorney

Date: _____

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY: _____
Chair

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
County Attorney

Date: _____

**FISHERMAN'S WHARF LAND ACQUISITION
(PHASE 1) PROJECT AGREEMENT**

THIS PROJECT AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County").

STATEMENTS OF INTENT

WHEREAS, the City and the County entered into an interlocal agreement on _____, 2015 providing for cooperation between the parties in the development of the Port of Fort Pierce; and

WHEREAS, the _____, 2015 Interlocal Agreement provides that the parties may enter in an agreement for a specific project and attach the project agreement as an amendment to the Interlocal Agreement; and

WHEREAS, the State of Florida Department of Transportation ("FDOT") hired a consultant, TranSystems to develop a conceptual plan for the development of Fisherman's Wharf at the Port of Fort Pierce; and

WHEREAS, TranSystems presented the Conceptual Plan including three options to the governing bodies of the City and the County on May 15, 2015; and

WHEREAS, the City and the County desire to enter into a Project Agreement to attempt to acquire parcels needed to implement those portions of the Conceptual Plan that are feasible

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the County agrees as follows:

1. The City and the County shall coordinate their efforts through their respective Project Managers. The County's Project Manager is Public Works Director Don West, P.E. at (772) 462-2178. The City's Project Manager is _____.
2. **ACQUISITION OF PRIVATE PROPERTY NEEDED TO IMPLEMENT THE FISHERMAN'S WHARF CONCENTUAL PLAN:**

The parties agree to investigate the feasibility of the voluntary acquisition of private property needed to implement the Fisherman's Wharf conceptual plan as follows:

- a. The County will send out "willing seller" letters to private property owners within the Fisherman's Wharf conceptual plan area. Copies of any letters received will be provided to the City.
- b. The County will obtain quotes from certified appraisers to appraise the parcels whose owners are willing sellers. The County will provide copies of the ~~quotes~~ appraisals to the City for review and comment. The County will contract to have the appraisals completed. The City, at its option, may pay for one half of the appraisal costs. Copies of

the appraisals shall be provided to the City upon receipt.

- c. Based on the appraisal amounts and subject to confirmation that sufficient funds are available to fund the purchase of the parcels the County shall make fair market value offers to private property owners. Copies of the offers shall be provided to the City prior to transmittal to the owners.
- d. Upon receipt of signed contracts from the owners the County shall provide copies of the contracts to the City. The City may, at its options, pay for a portion of the purchase price. The County shall be the contracting entity and shall perform all required due diligence.
- e. At closing, title to the property shall be conveyed to the County, if the County is the entity funding the purchase of the parcels. The City, at its option, may fund a portion of the purchase amount not to exceed fifty (50%) percent of the purchase price. If the City determines to fund a portion of the purchase price, title to the property shall be conveyed to the County and the City as tenants in common as a percentage of each entity participation in the funding of the property acquisition.

3. SUBSEQUENT PHASES – IMPLEMENTATION OF THE CONCEPTUAL PLAN:

Depending on the success of the acquisition ~~phase 1~~ (Phase 1), the parties agree to cooperate in implementing subsequent phases of the Conceptual Plan.

4. TERMINATION

Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to nullify any conveyance made prior to termination.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

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

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

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BY: _____
Mayor

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City Attorney

Date: _____

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY: _____
Chair

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BY: _____
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