

**INTERLOCAL AGREEMENT FOR THE  
MAINTENANCE AND USE OF ZORA  
KIOSKS AND TRAIL MARKERS**

THIS INTERLOCAL AGREEMENT is made and entered into this 16 day of June, 2015, by and between **St. Lucie County**, a political subdivision of the State of Florida, (referred to hereinafter as "County" and the **City of Fort Pierce**, a municipal corporation of the State of Florida, (referred to hereinafter as "City".

**WITNESSETH:**

**WHEREAS**, the County, through its previous Cultural Affairs Department installed eight (8) trail markers and three (3) kiosks, in regards to Zora Neale Hurston; and

**WHEREAS**, these trail markers and kiosks are located within the City of Fort Pierce; and,

**WHEREAS**, the City is willing to cooperate with the County to assume promotional and marketing material, administration, funding, operations, and maintenance of the kiosks and markers.

**NOW, THEREFORE**, in consideration of the conditions contained in this agreement, the parties agree as follows:

1. **General.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal, or written, between the parties hereto. The above recitals are true and correct.
2. **County Responsibilities.** Provide the location of the trail markers and kiosks as described in Exhibit A pages 1 - 2.
3. **City Responsibilities.** Assume promotional and marketing material, administration, funding, operations, and maintenance of the kiosks and markers.
4. **Liability.** The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver by the County of the liability limits established in 768.28, Florida Statutes (2009).
5. **Notice of Complaints or Suits.** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any

investigation either may conduct, the defense of any claim or suit in which either party, and shall do nothing to impair or invalidate any applicable insurance coverage.

6. **Notice.** All notices required by law and by this lease to be given by one party to the other shall be in writing, and the same shall be sent by certified mail, return receipt requested to:

To County:

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

With copy to:

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

To City:

Fort Pierce City Manager  
Post Office Box 1480  
Fort Pierce, Florida 34954

With Copy to:

Fort Pierce City Attorney  
Post Office Box 1480  
Fort Pierce, Florida 34954

or to such other address(es) as a party may designate by writing to the other. The effective date of any notice shall be the date that such notice is received or refused.

7. **Severability.** If any section, subsection, sentence, clause, provision or part of this agreement shall be held invalid for any reason, the remainder of this agreement shall not be affected.

8. **Assignment.** Neither party may assign their rights or obligations under this Agreement without the written consent of the other party which consent shall not be unreasonably withheld. Any attempt to effect an assignment without the other party's prior written consent shall be deemed a default under this Agreement.

9. **Non-Discrimination.** The City for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits or, or otherwise be subjected to discrimination in the use of the Site.

10. **Entire Agreement.** This Agreement and the attachments hereto represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiation, understandings, and representations (if any) made by and between such parties.

11. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

12. **Governing Law; Venue.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of

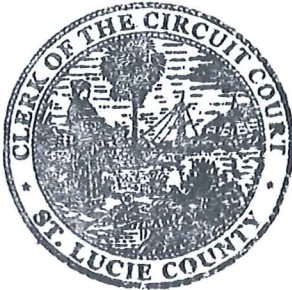
Florida without regard to principles of conflicts of laws. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law and the Southern District of Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

13. **Filing; Effective Date.** This Agreement, and any amendments hereto, shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to becoming effective.

**IN WITNESS THEREOF**, the parties have executed the Agreement as of the date the Agreement is executed by the St. Lucie County Board of County Commissioners.

ATTEST:

  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY:   
CHAIR

APPROVED AS TO FORM AND  
CORRECTNESS:

BY:   
COUNTY ATTORNEY

ATTEST:

\_\_\_\_\_  
LINDA COX, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: \_\_\_\_\_  
LINDA HUDSON, MAYOR

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
ROBERT V. SCHWERER, CITY ATTORNEY

## EXHIBIT A

### Zora Kiosks

1. Zora Neale Hurston Library (3008 Ave D)
2. Ellis Police Substation (1220 Ave D)
3. Seven Gables House (482 Indian River Dr.)

### 8 Trail Markers:

1. Zora Neale Hurston Library, 3008 Ave D
2. Lincoln Park Academy, 1806 Ave I
3. Zora Neale Hurston's Home, 1734 Ave I
4. Zora's Gravesite at the Garden of Heavenly Rest, Avenue S and 17th Street
5. Fort Pierce Chronicle, 1529 Ave D
6. Means Court School, 532 13th Street
7. Sarah's Memorial Chapel, 728 Ave D
8. Backus House, 122 Backus Ave

## TRAIL MARKERS

- 1 Zora Neale Hurston Library, 3008 Ave D: This branch of the St. Lucie County Public Library System has a large collection of Zora audio-visual resources.
- 2 Lincoln Park Academy, 1806 Ave I: Zora taught English here. She received her BA from Barnard College, studying under Franz Boas, the "Father of Anthropology," at Columbia University.
- 3 Zora Neale Hurston's Home, 4734 Ave I: Zora lived here in a house owned by Cram C. Benton, a physician and humanitarian who befriended Zora, allowing her to live here rent free.
- 4 Gravesite, Ave S and 17th Street: When Zora was buried here, this cemetery was named the Genesee Memorial Gardens. It was named the Garden of Heavenly Rest when author Alice Walker marked Zora's grave with a headstone in 1973.
- 5 Fort Pierce Chronicle, 1529 Ave D: Site of former headquarters of the Chronicle. Editor C.E. Boien persuaded Zora to move to Fort Pierce and write a column for the paper.
- 6 Means Court School, 532 N 13th Street: This was the first public school in Fort Pierce built for African American children. Lincoln Park Academy was later founded on the same site.
- 7 Sarah's Memorial Chapel, 728 Ave D: Formerly named Peak Funeral Chapel. Memorial services were held here for Zora on January 28, 1960. More than a 100 people, many from distant places, came to pay their final respects.
- 8 Backus Studio, 122 Backus Ave: Zora used to listen to the jazz jam sessions held here at the former studio of world-renown landscape artist and humanitarian A.E. "Bear" Backus.

## LARGE KIOSKS

- ★ Zora Neale Hurston Library, 3008 Ave D
- ★ Ellis Police Substation, 1220 Ave D
- ★ Seven Gables House/Visitor Center, 482 N Indian River Drive

## NEWEST ATTRACTIONS

- ◇ Granny's Kitchen, 901 Ave D  
Visitor Information
- ◇ Agepe Seniors Recreation Center, 809 N 9th  
Zora Exhibit (former St. Lucie Welfare Home, where Zora died in 1960 after suffering a stroke.)

# Zora Neale Hurston

## DUST TRACKS HERITAGE TRAIL



Exhibit A  
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