

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

**THIS INTERLOCAL 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”).

**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, expanded 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 expend 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 North Second Street Improvement Project 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 Property Acquisition 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 Manager  
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:** \_\_\_\_\_

DRAFT

**ATTEST:**

\_\_\_\_\_  
**Deputy Clerk**

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

**BY:** \_\_\_\_\_  
**Chair**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**County Attorney**

**Date:** \_\_\_\_\_

**DRAFT**