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CITY OF ST. PIERCE
CITY ATTORNEY'S OFFICE

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Nick Mimms, City Manager


FROM: Karen Emerson, Esq., Assistant City Attorney

THROUGH: Robert V. Schwerer, Esq., City Attorney 

SUBJECT: **DAN MCCARTY TRACK**
INTERLOCAL - COMPROMISE

DATE: February 1, 2016

Attached is the newly revised Interlocal for the Dan McCarty track, containing the compromise requested by Mr. Sanders for track operation. It has been approved as to form.



Karen Emerson, Esq.
Assistant City Attorney

attachment

cc: Linda Cox, City Clerk

INTERLOCAL AGREEMENT FOR CONTRIBUTION

(Dan McCarty Middle School track)

THIS INTERLOCAL AGREEMENT is made and entered into as of the ____ day of _____, 2015, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, governing body of the School District of St. Lucie County, Florida ("School Board"), and the CITY OF FORT PIERCE, a municipal corporation of the State of Florida ("City").

WITNESSETH

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another 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 needs and development of local communities; and

WHEREAS, the School Board owns certain lands located in St. Lucie County, Florida, more fully described in the attached Exhibit A ("Property"); and

WHEREAS, the School Board has developed a portion of Property as a track for Dan McCarty Middle School ("Track"); and

WHEREAS, the School Board plans to construct, and the City will provide construction administration for certain improvements for the Track ("Track Improvements"), which will improve the safety usability and efficiency of the Track for all participants and for the benefit of the community; and

WHEREAS, the City will administer the contract for the construction of the Track Improvements; and

WHEREAS, the School Board, and the City each agree to share in the total cost of designing, permitting, and constructing the Track Improvements, as outlined below.

NOW, THEREFORE, for and in consideration of these and other premises, the School Board, and the City hereby covenant and agree as follows:

1. Track Improvements.
 - (a) The City will perform the necessary construction administration of the project.
 - (b) The Track Improvements shall be constructed as follows:
 - (1). Leveling course and repaving track with 1 inch asphalt
 - (2) Restripe lane markers with 4 inch thermoplastic paint
 - (3) Replace existing lights with new LED lights

(c) The School Board shall contribute nineteen thousand dollars (\$19,000) of the total project cost and the City shall contribute twenty three thousand dollars (\$23,000) of the total project cost. The School Board shall make such payments to the City not later than thirty (30) days after the notice to proceed is issued by the City and the School Board is invoiced.

2. Maintenance. The School Board shall be responsible for maintaining the Track after the Track Improvements are completed.

3. Operation: The School Board will make the track available and open for public use at times that are not in conflict with the School Board's regular use of the track for school operations. The School Board shall have the sole and exclusive right to determine the days and times that the track is open for public use and shall have the right to both modify the days and times for public access to the track at any time and to temporarily suspend public access to the track.

4. Amendment. This Agreement may only be amended by written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

5. Notice. Until further written notice by either party to the other, all notices provided for in this Agreement shall be in writing and transmitted by messenger, mail, or facsimile transmission, and if to the School Board, shall be mailed or delivered to the School Board at:

Superintendent
School Board of St. Lucie County
4204 Okeechobee Road
Fort Pierce, Florida 34947

With Copy to: School Board Attorney
School Board of St. Lucie County
4204 Okeechobee Road
Fort Pierce, FL 34947

and

Director of Facilities
School Board of St. Lucie County
327 N.W. Commerce Park Drive
Port St. Lucie, Florida 34986

To City at: City Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

With Copy to: City Attorney
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

5. Recording of Agreement. Upon execution of this Agreement, the School Board shall, at the School Board's expense, cause this Agreement to be recorded with the Clerk of the Circuit Court of St. Lucie County, Florida.

6. Effective Date. This Agreement shall be effective upon filing with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Florida Statutes.

7. Venue. Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court, and in the Southern District of Florida if filed in federal court.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect thereto.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the School Board, the County, and the City have caused this Agreement to be executed by their duly authorized representatives

ATTEST:

SCHOOL BOARD OF ST. LUCIE COUNTY,
FLORIDA

E. Wayne Gent, Superintendent
and Ex Officio Secretary

By: _____
Donna Mills, Chair

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Daniel B. Harrell
Attorney for the School Board of St. Lucie
County, Florida

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by Donna Mills, as Chair of the School Board of St. Lucie County, Florida. She is personally known to me, or has produced _____ as identification and did not take an oath.

[Notary Seal]

Notary Public-State of Florida
Print Name: _____

Dan.McCarty.Track.Interlocal.Clean.January.2016

My commission expires: _____

ATTEST:

CITY OF FORT PIERCE, FLORIDA

Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Robert V. Schwerer, Esq., City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Linda Hudson, as Mayor of the City of Fort Pierce, Florida. She is personally known to me and did not take an oath.

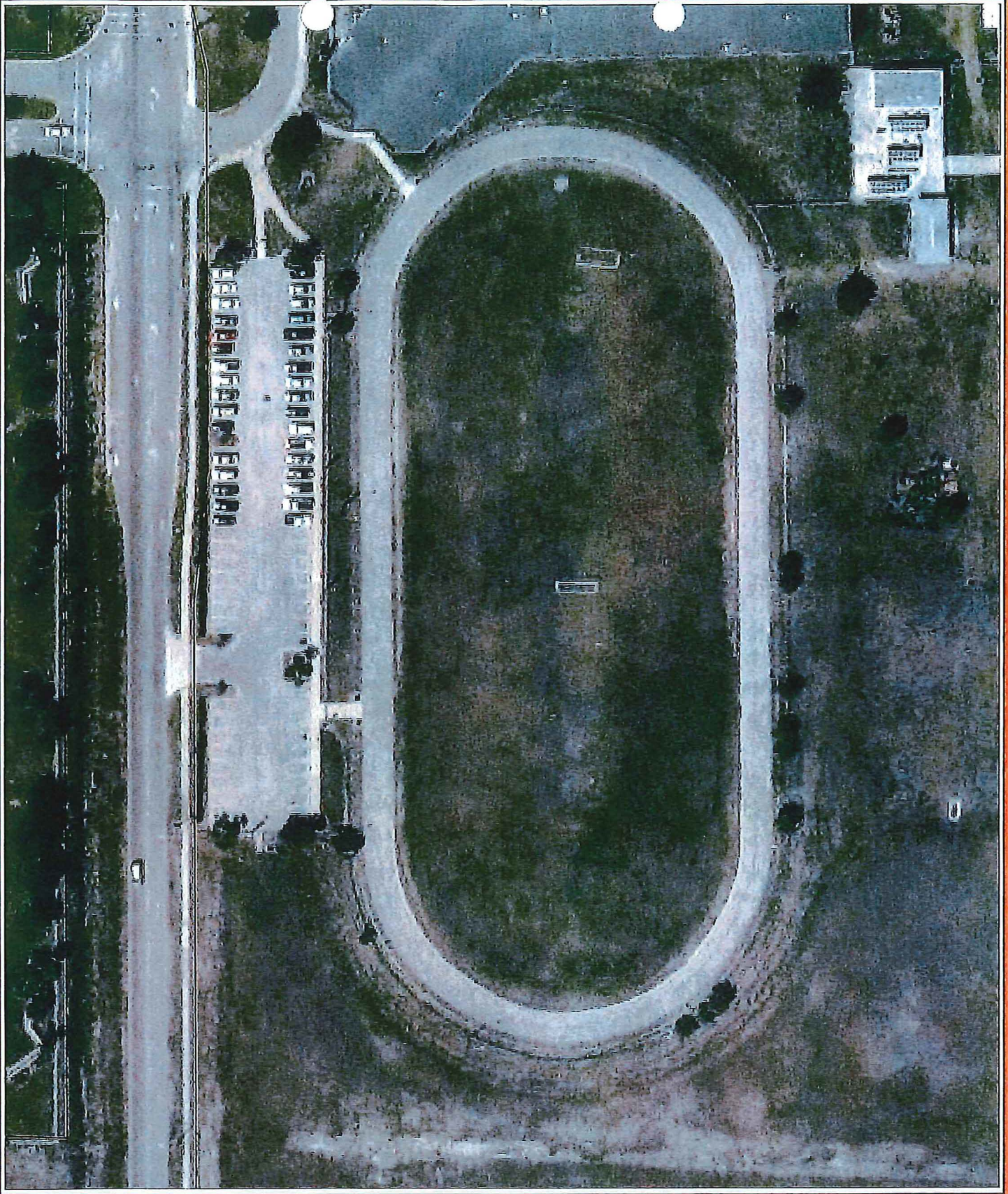
Notary Public-State of Florida
Print Name: _____
My commission expires: _____

[Notary Seal]

EXHIBIT A

PROPERTY DESCRIPTION

THE SW 1/4 OF THE SE 1/4 OF THE NE 1/4 AND WEST 260 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4 AND WEST 260 FEET OF THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 AND WEST 1/2 OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA , LESS THE STREET AND LESS AS IN OR 417-2925.



This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's Administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from City of Ft. Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey. Aerial photo taken Jan 2012, City of Ft. Pierce Engineering Dept.

DAN McCARTY MIDDLE SCHOOL TRACK



Printed: Aug 2015

1" = 80'

EXHIBIT B
TRACK AREA