

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Jack Andrews, City Engineer


FROM: Karen Emerson, Esq.

THROUGH: Robert V. Schwerer, Esq.,

SUBJECT: MELODY LANE PARKING INTERLOCAL

DATE: June 6, 2016

The Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Melody Lane parking improvements has been revised and is approved as to form and correctness.



Karen Emerson, Esq.

Attachments

cc: James Messer, City Attorney

**INTERLOCAL AGREEMENT
MELODY LANE PARKING AREA**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2016, between **City of Fort Pierce**, a Florida municipal corporation, hereinafter referred to as the "City" and **St. Lucie County**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County owns the following described property (hereinafter called the "Melody Lane Parking Area") located in downtown Fort Pierce, Florida: St. Lucie County Riverside Park - all - less to Episcopal Church (Map 24/10G) (1 and 3), Parcel ID #2410-801-0003-000-5; and

WHEREAS, the City desires to reconfigure the existing general parking layout to provide angle parking and improved internal circulation; and,

WHEREAS, the County has monies that were designated to repave Melody Lane Parking Area.

NOW, THEREFORE, in consideration of these promises and mutual covenants contained herein, 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. The above recitals are true and correct.
2. **Description of Project.** The project is to reconfigure the existing parking layout to provide angle parking and improve internal circulation at the Melody Lane Parking Area, as generally depicted in the attached Exhibit "A".
3. **County Responsibilities.** The County shall be responsible for the following:
 - A. The County will contribute one hundred thousand and 00/100 (\$100,000.00) dollars to reconfigure the Melody Lane Parking Area in accordance with the approved plans.
 - B. The County will review, comment and approve the plans. The project may not proceed without the County's approval of the final plans.
 - C. Except as otherwise agreed between the County and the City in writing, the County shall be responsible for maintenance of the reconfigured Parking Area upon completion and acceptance of the project.

D. The County acknowledges that all parking shall remain open to the public with no reserved spaces

4. **City Responsibilities.** The City shall be responsible for the following:

A. The City will provide a design plan to be approved by the County.

B. The City will fund the balance of the improvements to the parking area to the extent the cost of the project exceeds one hundred thousand and 00/100(\$100,000.00) dollars.

C. The City will bid, award and manage the construction of the improvements.

D. The City will provide the County with a copy of the as built plans upon completion of construction.

E. The City acknowledges that all parking shall remain open to the public with no reserved spaces.

F. The City acknowledges that the County will not approve any high maintenance designs such as cobblestone, pavers and high maintenance landscaping unless the City agrees to assume maintenance responsibility for those elements of the project.

5. **Complete Understanding.** This Agreement contains the complete understanding of the parties hereto, notwithstanding any previous written or oral understanding between the parties on the same subject.

6. **Notices.** Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

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

To County:

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

With copy to:

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

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

7. **Amendments.** No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by both parties, and no waiver of any breach or condition of this agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

8. **Further Documents.** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

9. **Sections-Captions.** Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this agreement or any provision hereof.

10. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not affect the validity of the remainder of this Agreement.

11. **Governing Law.** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

12. **Filing; Effective Date.** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals on this _____ day of _____, 2016.

ATTEST:

Linda Cox, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
James Messer, CITY ATTORNEY

ATTEST:

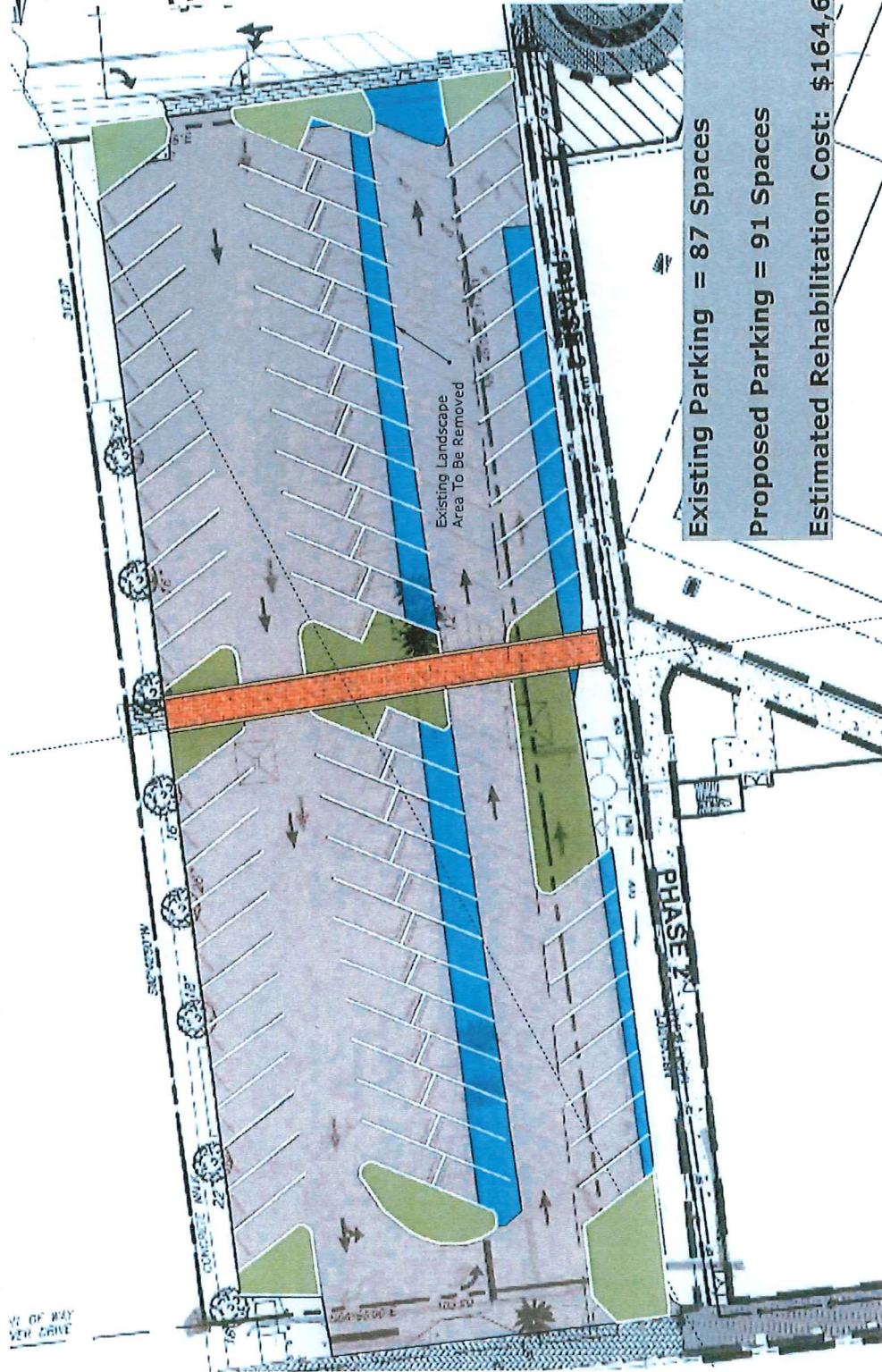
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN



MELODY LANE



Existing Parking = 87 Spaces

Proposed Parking = 91 Spaces

Estimated Rehabilitation Cost: \$164,600

Melody Lane Parking Area - Rehabilitation

INDIAN RIVER DRIVE

tabbles®

EXHIBIT

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