

**INTERLOCAL AGREEMENT FOR THE  
INSTALLATION, MAINTENANCE AND USE  
OF ST. LUCIE TRANSIT BICYCLE SHARE STATIONS  
BETWEEN SAINT LUCIE COUNTY  
AND  
CITY OF FORT PIERCE**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **St. Lucie County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to hereinafter as “County”) and the **City of Fort Pierce**, a Florida municipal corporation, (referred to hereinafter as “City”).

**WITNESSETH:**

**WHEREAS**, the County’s transportation provider, Community Service, (referred to hereinafter as “St. Lucie County Transit”) which serves as the a public transit system within the St. Lucie County geographical boundaries; and

**WHEREAS**, the County desires to locate bicycle share facilities in sections of the City to serve citizens and tourists engaging in the St. Lucie County transit system and provide access to bicycles, for a nominal fee, at several sites within the City’s boundaries, public rights-of-way and parks adjacent to bicycle pathways or related transportation routes; and,

**WHEREAS**, the City owns and maintains the right-of-way and many parks within the City’s limits; and,

**WHEREAS**, the installation of bicycle share stations will assist the transportation of citizens and tourists within the Community; and,

**WHEREAS**, the purpose of this Agreement is to establish responsibility for location and maintenance of community bicycle stations; and,

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

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

**I. General:** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the 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.

**II. County Responsibilities: The County agrees to the following:**

- A. To provide the city, for review and approval, the schematics and the location of the bicycle stations.
- B. To lease and install bicycle stations at locations agreed to by the City and the County.
- C. To provide the City, for review and approval, detail and specifications of the proposed bicycle stations. The bicycle stations will be approximately six feet wide by twenty-two and one-half feet long, containing capacity for an average of ten bicycles, and informational sign kiosk attached to provide beneficial information to riders.
- D. To remove bicycle stations from locations and restore the site to its original condition within 30 calendar days of the date said station is no longer utilized as a stop within the bicycle program;
- E. To promptly repair or replace all damaged parts and permanent appointments to the station including, but not limited to, the fixture, sign, or other metal components which may rust;
- F. To submit an overall map displaying bicycle station locations and ridership guidelines and rates.

**III. City Responsibilities: The City agrees to the following:**

- A. To provide revocable permit to the County for the location of the bicycle stations that are within City right-of-way or parks.
- B. To assist the County or their representative in obtaining the consent of adjacent property owner(s) to bicycle stations locations.
- C. That where feasible, as determined by the City, extend existing sidewalks to locations of bicycle station pads if current sidewalk is not adjacent to the bicycle stations;
- D. That the City's applicable permitting department(s) agree(s) to review the submitted location description and design within 5 business days of receipt of the submittal package.
- E. To complete preparation and construction of appropriate concrete pads or fixture area for the selected and approved bicycle station sites within City right-of-way or parks.

**IV. Termination:** The Parties to this agreement may terminate this Agreement, with or without cause, upon providing the other party a minimum of ninety (90) days written notice of its intent to terminate the Agreement.

**V. 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 either party, of the liability limits established in 768.28, Florida Statutes

**VI. Conformity to Existing Law:** In the execution of this agreement the parties will comply with existing laws as well as with state and local regulatory requirements, including but not limited to Civil Rights laws and the Americans with Disabilities Act (ADA).

**VII. Notice:** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

**If to County:**

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

**With copies to:**

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

**As to Fort Pierce:**

City Manager  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**With a Copy to:**

City Attorney  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**VIII. Severability:** In the event that any portion of this agreement is deemed invalid or is declared unlawful subsequent to its execution, the remaining portions of the agreement shall not be affected and shall remain in full force and effect.

**IX. Amendments:** This agreement may be modified or amended from time to time upon the written and fully executed agreement of the Parties.

**X. Execution and Duration:** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. This Agreement will be in full force and effect when fully executed by all Parties and shall remain in full force and effect until terminated by the parties.

**XI. 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 or St. Lucie County Transit is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**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:**

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

\_\_\_\_\_  
**DEPUTY CLERK**

**BY:** \_\_\_\_\_  
**CHAIR**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
**COUNTY ATTORNEY**

**ATTEST:**

**CITY OF FORT PIERCE**

\_\_\_\_\_  
**SECRETARY**

**BY:** \_\_\_\_\_  
**MAYOR**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
**CITY ATTORNEY**