

**FISHERMAN’S WHARF BULKHEAD  
BOAT RAMP AND BASIN  
(PHASE 1) PROJECT AGREEMENT**

**THIS PROJECT AGREEMENT** is made and entered into this \_\_\_\_\_ day of December, 2017, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the “City”) the **FORT PIERCE REDEVELOPMENT AGENCY** (the “Agency”) and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the “County”).

**STATEMENTS OF INTENT**

**WHEREAS**, the City and the County entered into an Interlocal Agreement on November 17, 2015 providing for cooperation between the parties in the development of the Port of Fort Pierce; and,

**WHEREAS**, the November 17, 2015 Interlocal Agreement provides that the parties may enter into an agreement for a specific project and attach the project agreement as an amendment to the Interlocal Agreement; and,

**WHEREAS**, the State of Florida Department of Transportation (“FDOT”) hired a consultant, TranSystems to develop a conceptual plan for the development of Fisherman’s Wharf at the Port of Fort Pierce; and,

**WHEREAS**, TranSystems presented the Conceptual Plan including three options to the governing bodies of the City and the County on May 15, 2015; and,

**WHEREAS**, in December 2016 the County received funding from the Florida Inland Navigation District (FIND”) to develop a bulkhead design and submit a dredging permit for the Fisherman’s Wharf Drainage Basin the location of which is depicted in a map attached as Exhibit “A”; and,

**WHEREAS**, the County has initiated the bulkhead design and obtained an FDEP permit; and,

**WHEREAS**, the County has applied for and received a grant from FIND to construct the Project; and,

**WHEREAS**, the FIND grant conditions require the owners of parcels benefitting from the proposed Project to agree that the Project Site will be dedicated to public use for a minimum period of twenty-five (25) years from the completion of the project; and,

**WHEREAS**, the County, the City and the Agency own property that will benefit from the improvements; and,

**WHEREAS**, the City, the Agency and the County desire to enter into a Project Agreement to satisfy

the FIND grant conditions needed to construct the bulkhead and dredging improvements to the Fisherman's Wharf Basin (the "Project").

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the City and the County agrees as follows:

1. The City, the Agency and the County shall coordinate their efforts through their respective Project Managers. The County's Project Manager is Port Engineer Kyle Croce, P.E. at (772) 462-1491.

**2. CONSTRUCTION OF BULKHEAD AND DREDGING IMPROVEMENTS - COOPERATION AND GRANT CONDITIONS:**

The parties agree to cooperate in the construction of bulkhead and dredging improvements at Fisherman's Wharf as depicted in Exhibit "A" as follows:

- a. The parties agree to comply with the site dedication requirement set out in Exhibit "B" within thirty (30) days after completion of the Project.

**3. SUBSEQUENT PHASES – IMPLEMENTATION OF THE CONCEPTUAL PLAN:**

The parties agree to cooperate in implementing subsequent phases of the Conceptual Plan including future projects until completed.

**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 the site dedication referenced in Paragraph 2.

**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

**ATTEST:**

\_\_\_\_\_  
Clerk

**CITY OF FORT PIERCE, FLORIDA**

**BY:** \_\_\_\_\_  
Mayor

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
City Attorney

**ATTEST:**

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

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

**BY:** \_\_\_\_\_  
**Chairman**

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

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

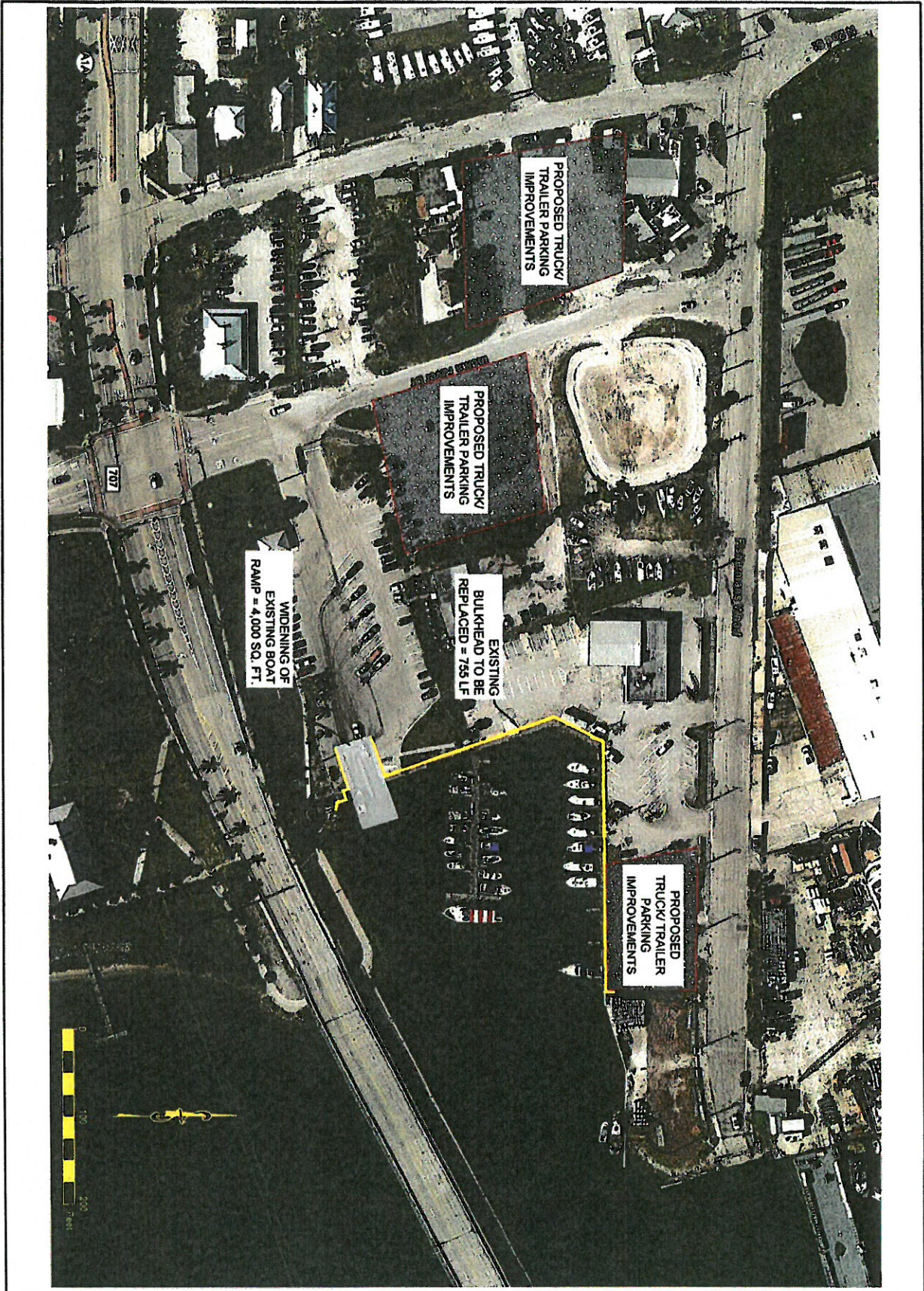
**FORT PIERCE REDEVELOPMENT AGENCY**

**BY:** \_\_\_\_\_  
**Mayor**

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

# EXHIBIT A

Drawing Name: 2 DMC PROPOSAL BIR Luce County Fisherman's Wharf - FISH 2016 Drawing: FISHERMAN'S WHARF 2.dwg By: Ariana Feb Layout: 3/24/2017



ST. LUCIE COUNTY  
220 VIRG NA AVENUE  
FORT PIERCE, FL 34982

Dredging & Marine Consultants  
**DMC**  
 ENGINEERS • SCIENTISTS  
 4943 S. Clyde Morris Blvd  
 Unit 202  
 Port Orange, FL 32129  
 Phone: (386) 394-6605  
 Fax: (386) 394-6606  
 www.dmcinc.com

Stephen J. Kuhn, P.E.  
 FLORIDA LICENSE NO. 67486

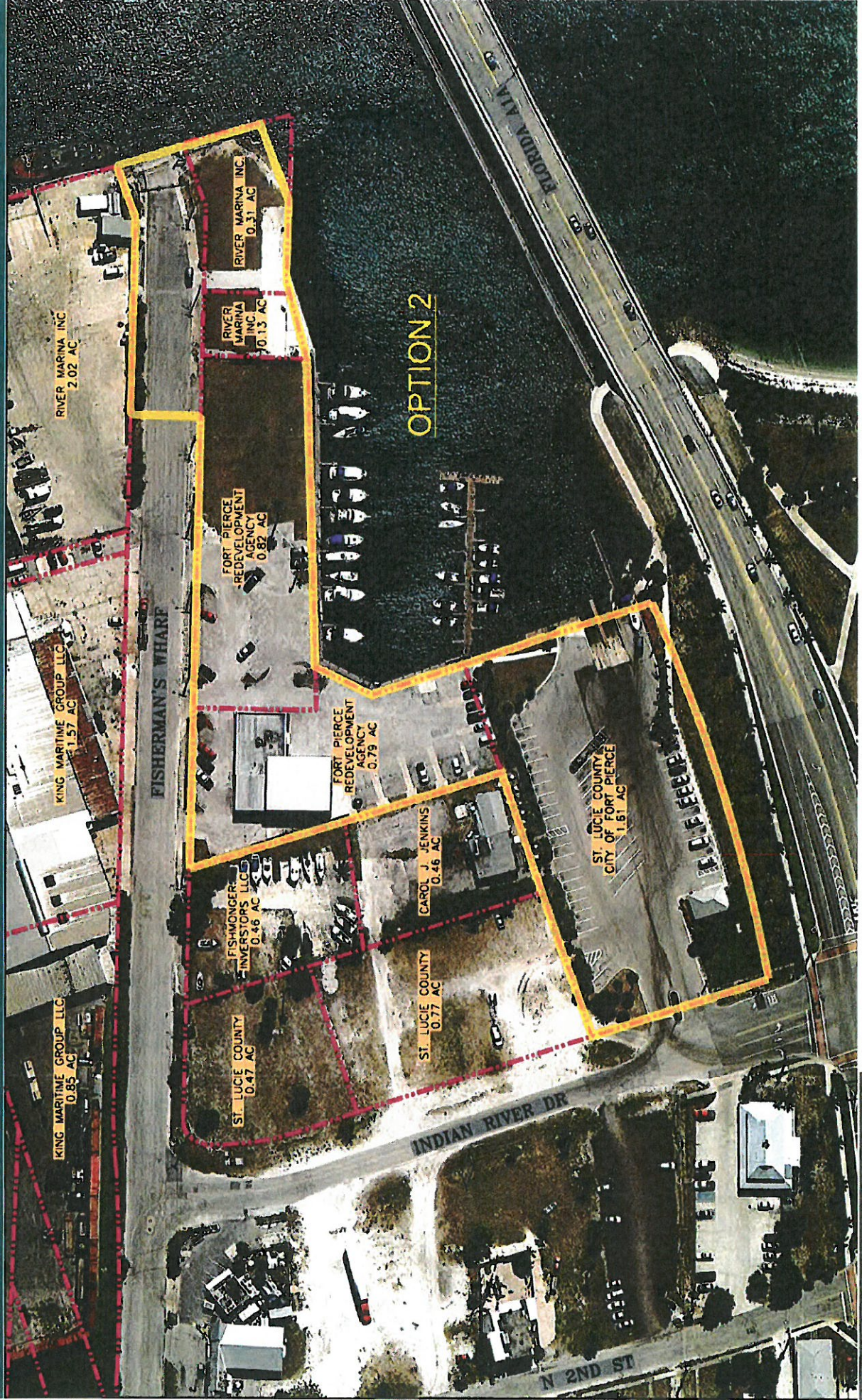
PROJECT NAME:  
**FISHERMAN'S WHARF  
 CONCEPTUAL**

CLIENT:  
**ST. LUCIE COUNTY**

DRAWING NO.		DMC JOB NO.	
DRAWN	AR	CRD	C3D
CHECKED	TC	SCALE	AS SHOWN
APPROVED	SQP	DATE	5-24-2016

SHEET 1/3

# Development Option 2



**EXHIBIT B**

**FLORIDA INLAND NAVIGATION DISTRICT**

**SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years prior to or immediately following completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

**Draft Language Site Dedication**

The Property identified in the Project Agreement Project # \_\_\_\_\_ has been acquired or developed by the project sponsor with financial assistance provided by the Florida Inland Navigation District (FIND) in accordance with Program statutes. Pursuant to requirements of that rule, land already owned and then developed or land acquired by the project sponsor with grant assistance shall be dedicated in an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project sponsor with program assistance shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of development. If the project sponsor should convert any part of the project area or the facilities thereon, whether acquired or developed with grant assistance, to other than FIND approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with FIND approved project of comparable or greater scope and quality. In lieu of such replacement, FIND may require return of grant funds disbursed to the project sponsor.

I certify that copies of the Notice of Limitation of Use/Site Dedication form, project agreement and project boundary map have been filed in the County Courthouse with the deed to the property on which the following grant is located:

\_\_\_\_\_  
FIND Project Name and Number

\_\_\_\_\_  
Signature of Liaison Agent

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date