



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

RECEIVED

TIME _____

APR - 6 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, City Attorney

RE : **Interlocal Agreement Between the City of Fort Pierce and St. Lucie
County Guardian Ad Litem**

DATE : April 6, 2017

Attached please find the above referenced Interlocal Agreement which has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

OIC
4/7/17

JM/aw

Attachment

C: Linda Cox, City Clerk



CITY ATTORNEY USE ONLY

Date Received:	4/6/17
Assigned To:	[Handwritten Signature]
File:	
Due Date:	4/7/17
Hours:	1.0

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: KAITLYN BALLARD. ADMINISTRATIVE ASSISTANT *KMB*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *ncm*

RE: INTERLOCAL AGREEMENT BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY GUARDIAN AD LITEM

DATE: APRIL 5, 2017

Service Required: (please circle or underline)

Review Documents

Draft Document

Written Opinion Requested

Attend Meetings

Advise

Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Please review as to form and correctness.
- Discussion of the implications and the possible impact if not apparent from preceding information:** (Discuss any issues related to the underlying matter to assist with the City Attorney's analysis.)
- Time considerations and their significance:** Please review ASAP as item is anticipated to be presented at the City Commission Meeting on 4/17/2017.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)
- Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)
 - Location
 - Phase of Construction



- Parties Involved

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

INTERLOCAL AGREEMENT BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY
GUARDIAN AD LITEM

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

8. If this is a request for review of a contract, provide the following:

- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)
- b. Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF FORT PIERCE AND ST. LUCIE COUNTY
GUARDIAN AD LITEM**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2017, by and between the City of Fort Pierce, a Florida municipal corporation (hereinafter the "City"), and St. Lucie County, a political subdivision of the State of Florida (hereinafter the "County").

WHEREAS, the County is a political subdivision of the State of Florida and given those powers and responsibilities enumerated in Chapter 125, Florida Statutes; and

WHEREAS, the County and City are empowered to enter into interlocal agreements with public agencies, private corporations or other persons, pursuant to Chapter 163, Florida Statutes; and,

WHEREAS, Section 29.008, Florida Statutes provides that the Counties within a judicial circuit provide county funding for court related functions, including the staffing and offices for the Guardian Ad Litem Program (GALS); and

WHEREAS, the lease for the Guardian Ad Litem for the Nineteenth Judicial Circuit for office space expires on May 20, 2017; and

WHEREAS, the County and the City desire to enter into this Interlocal Agreement to provide a lease space for GALS.

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I. RENTAL AGREEMENT CONCERNING OFFICE SPACE IN FORT PIERCE PARKING GARAGE

- (A) The County does hereby agree to lease 9000 square feet of tenant improved space for the use and benefit of the G.A.L.S. in that certain building known as the City Parking Garage located at 300 Orange Avenue, Fort Pierce, Florida, more particularly described in Exhibit "A" for a period of fifteen (15) years.

(B) **RENT**

The County does hereby agree to pay rent as more particularly described in Exhibit "B".

(C) In consideration for the reduced rents in years 1 through 3, the County has agreed to design and build the 9000 square feet of office space. Additionally, in consideration for the reduced rate, the County has agreed to provide architectural services to the first floor space of 4,000 square feet.

(D) **PAYMENT OF EXPENSES**

*Solid waste
collection services
for the facility*

City agrees to maintain the exterior of the premises in first class condition and provide garbage service. The G.A.L.S. shall be responsible for all utilities on the premises, including, but not limited to, electricity, water and sewer (all of which shall be metered individually), internal security, janitorial service, and telephones. Upon completion of build-out and acceptance by the City and County, all newly improved, constructed, or installed infrastructure shall be owned and maintained by the City.

ARTICLE II. TERMINATION

This agreement may be terminated without cause upon 180 days written notice by either party after year eight.

ARTICLE III. 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:

As to County:

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

With a copy to:

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

As to City:

Fort Pierce City Manager
Post Office Box 1480
Fort Pierce, Florida 34954

With a copy to:

Fort Pierce City Attorney
Post Office Box 1480
Fort Pierce, Florida 34954

or to such other address as the parties may from time to time specify by writing. Any such notice

may at any time be waived by the person entitled to receipt of such notice.

ARTICLE IV. VENUE

Any litigation hereunder shall be in the applicable state or federal court in St. Lucie County, Florida.

ARTICLE V. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE VI. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

ARTICLE VII. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

ARTICLE VII. INVALIDITY OF PROVISIONS

The invalidity of one or more of the phrases, sentences, clauses, or Articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

ARTICLE IX. ACCESS TO RECORDS

Both parties agree to allow either party or the public, to access all documents, papers, letters, or other material made or received in conjunction with the Interlocal.

ARTICLE X. WHOLE UNDERSTANDING

The 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.

ARTICLE XI. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

ARTICLE XII. EFFECTIVENESS

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this ____ day of _____, 2017.

ATTEST:

BY: _____
Deputy Clerk

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

BY: _____
Chairman

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

ATTESTS:

BY: _____
Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

**APPROVED AS TO FORM AND
CORRECTNESS**

BY:  _____
City Attorney

2nd Floor of the Building commonly referred to as the Parking Garage Building. It also has an address of 100 North US Highway 1, FP, FL 34950. Also the architectural plans were incorporated during the initial discussion with the City Commission on March 20, 2017.

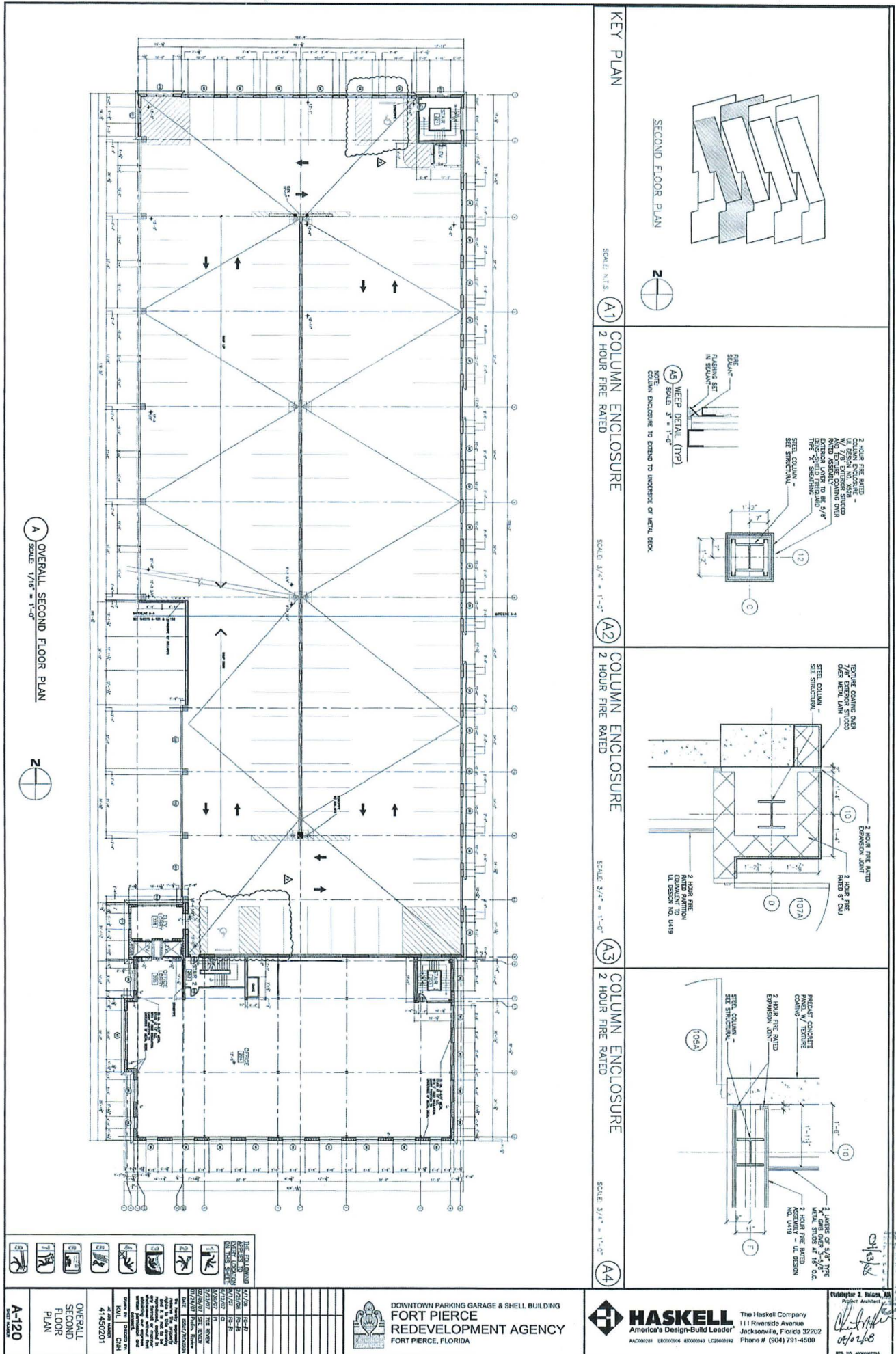


Exhibit "A"

Guardian Ad Litem

City of Fort Pierce Lease Proposal

New Term Year	Cost per Year to GAL/County Group	Capital Recovery	TOTAL SF	Proposed Rate	Lease Agreement (Pay to FP)
Total Capital		\$ 270,000.00	9000		
Total Utility Cost		\$ 24,000.00			
1	\$135,000.00	\$105,000.00	9000	\$3.33	\$30,000.00
2	\$121,500.00	\$86,500.00	9000	\$3.89	\$35,000.00
3	\$108,000.00	\$68,000.00	9000	\$4.44	\$40,000.00
4	\$78,000.00	\$10,500.00	9000	\$7.50	\$67,500.00
5	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
6	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
7	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
8	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
9	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
10	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
11	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
12	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
13	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
14	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00
15	\$67,500.00	\$0.00	9000	\$7.50	\$67,500.00