



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

TO : Kaitlyn Ballard, Administrative Assistant
THROUGH: Nicholas C. Mimms, P.E., City Manager
FROM : James M. Messer, *JM* City Attorney
RE : Interlocal Agreement between Fort Pierce and St. Lucie County
(Cooperation on State Lobbying)
DATE : August 15, 2018

The attached subject matter is approved as to form and correctness.

If further assistance is needed, please contact me at extension #3038.

Attached: Request for Legal Services

OK
[Signature]
8/15/18

Received
AUG 15 2018
City of Fort Pierce
City Manager's Office



CITY ATTORNEY USE ONLY

| | |
|----------------|-------------|
| Date Received: | 8/14/18 |
| Assigned To: | [Signature] |
| File: | |
| Due Date: | |
| Hours: | |

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: KAITLYN BALLARD. ADMINISTRATIVE ASSISTANT *KMB*

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

RE: INTERLOCAL AGREEMENT BETWEEN FORT PIERCE AND ST. LUCIE COUTNY (COOPERATION ON STATE LOBBYING)

DATE: AUGUST 14, 2018

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:** This agreement was presented by Nicole Fogarty of St. Lucie County. 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 at your earliest convenience.
- 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 FORT PIERCE AND ST. LUCIE COUTNY
(COOPERATION ON STATE LOBBYING)

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
(COOPERATION ON STATE LOBBYING)**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the County and the City desire to collaborate on providing lobbying services and representation in Tallahassee, FL during the 2018 Legislative Session; and

WHEREAS, the parties have agreed to enter into an agreement in which the County will be the lead agency; and

WHEREAS, an interlocal agreement may provide for the parties to cooperate in providing lobbying services and representation during the 2018 State Legislature Session, providing efficient use of public resources and allocating responsibilities among themselves and designating one or more parties to the agreement to administer or execute the agreement.

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. GENERAL

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. COOPERATION – GENERAL

The Parties agree to cooperate in providing lobbying services for the 2019 Legislative Session.

3. COUNTY RESPONSIBILITIES

The County will have the following responsibilities:

- Assist the City in tracking of legislation which will have impact on the City and/or the County legislative priorities.
- Update the City on current events on a weekly basis during the Regular Legislative Session and at the end of every Committee meeting week.
- In the event of a critical matter, which impacts the City, the County will communicate directly to the City on a plan of action going forward.
- Attend legislative committee meetings as well as meetings with legislative staff and Legislators on behalf of the City when available.
- Assist the City in the schedule of meetings with legislative staff and Legislators and attend when available.
- Provide information to the City, when applicable, regarding ongoing legislation and budget issues.

4. CITY RESPONSIBILITIES

The City will have the following responsibilities:

- Assist and provide information to the County on the interpretation of ongoing legislation as it pertains to the City's legislative priorities and determine if the legislation should be tracked.
- Communicate directly to the County on a plan of action going forward in the event of a critical legislative matter.

- Be available for weekly conference calls during the 2018 Legislative Session, starting March 5, 2019 and ending May 3, 2019.
- Continue to work with the City's state associations and will communicate to the County any necessary information needed to effectively advocate on their behalf.
- Assist the County in the schedule of meetings, which relate to the City's legislative priorities, with legislative staff and Legislators and attend when available.
- Provide to the County, when applicable, message points regarding ongoing legislation which will have an impact on the City's legislative priorities and instruct the County on the best possible solution to resolve the impact.
- Provide to the County \$25,000.00 on or before October 1 of the term year or affected year, which will be used by the County to execute the duties within this agreement.

5. CONFLICT

In the event of a potential conflict the County and the City shall provide each other with a brief summary of any issues that may conflict with the interests of the other party and both parties will attempt to resolve the conflict. In the event the conflict is not resolved, each party reserves the right to pursue its own interests. The City will advocate for the City's interests on the issue; and the County and contract lobbyist of the County will advocate for the County's interests on the issue.

6. TERMINATION

The services provided shall begin on October 1, 2018 for a term of three (3) years and shall automatically renew for another three (3) year term, unless either party provides notice to

the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term.

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.

7. 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.

8. 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

9. FILING

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

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