

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF FORT PIERCE and
ST. LUCIE COUNTY
(ZORA NEALE HURSTON'S DUST TRACK HERITAGE TRAIL)**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2018, 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").

ARTICLE I. BACKGROUND AND OBJECTIVES

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 is empowered to enter into interlocal agreements with public agencies, private corporations or other persons, pursuant to Section 163.01, Florida Statutes; and,

WHEREAS, the City intends to replace existing trail markers which are over ten (10) years old and adding two (2) new markers for the Zora Neale Hurston's Dust Track Heritage Trail located in the downtown and the Village of Lincoln Park ("the Project"); and

WHEREAS, the City of Fort Pierce has agreed to provide funds in the amount of eleven thousand three hundred eighty-eight and 23/100 dollars (\$11,388.23) to construct the Project; and,

WHEREAS, the County and the City desire to enter into this Interlocal Agreement.

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

ARTICLE II. COUNTY RESPONSIBILITY FOR AGREEMENT CONDITIONS

The County agrees to disperse to the City a grant in the amount of twenty-thousand and 00/100 dollars (\$20,000.00) to assist the City in completing the Project. The County shall have no obligation for any additional funds.

ARTICLE III. CITY RESPONSIBILITY FOR AGREEMENT CONDITIONS

The City agrees to use the grant funds received by the County to complete the Restoration Project as outlined in Exhibit A. Attached hereto and incorporated herein. The City shall provide the County with receipts for the expenditures of funds. The City agrees that the County has a right to conduct an audit on the expenditure of the funds. The City agrees to place the Tourist Development Council's logo on all kiosks. The City agrees to obtain the County's agreement on placement of the logo on all signage before construction.

ARTICLE IV. TERM OF AGREEMENT

This Agreement shall be effective beginning on the date the last party to this Agreement executes the Agreement and shall continue unless terminated herein.

ARTICLE V. TERMINATION

This Agreement shall terminate upon mutual written agreement of the parties or automatically upon completion of the Project.

ARTICLE VI. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the COUNTY:

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

With a copy to:

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

As to the 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 may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

ARTICLE VII. VENUE

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

ARTICLE VIII. 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 IX. 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 X. 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 XI. 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 XII. 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 grant agreement.

ARTICLE XIII. PUBLIC RECORDS

The City shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City in conjunction with this Agreement. Specifically, the City shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the City upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, [BellamyS@stlucieco.org](mailto:bellamyS@stlucieco.org), COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

ARTICLE XIV. WHOLE UNDERSTANDING

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.

ARTICLE XV. 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 XVI. EFFECTIVENESS.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.

ATTEST:

Clerk

CITY OF FORT PIERCE, FLORIDA

BY: _____
Mayor

**APPROVED AS TO FORM AND
CORRECTNESS**

BY: _____
City Attorney

Date: _____

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

ATTEST:

Deputy Clerk

BY: _____
Chair

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney



City of Fort Pierce
and
St. Lucie County
Tourism Development Council



**Zora Neale Hurston Dust Tracks Heritage Trail
Trail Restoration Project
June 13, 2018**

Qty	Description	Unit Price	Total Price
10	36"H x 24"W at the Top & 18.5"W at the Bottom x 2" D. Painted any of the fifteen standard colors with w/ posts 2"x2"x10' w/Frames	\$2,052.65	\$20,528.50
3	46.5" H x 56 5/8" W x 3 1/4 "D w/325 posts 3 1/4"x10' Painted a standard color with custom radius top and bottom w/Frames	\$3,294.91	\$9,884.73
13	Design / Set Up – all Small and Large Markers	\$75	\$975.00
	SUBTOTAL		\$31,388.23
	City of Fort Pierce - Staff Time (approx.) – In-Kind Match	\$10,000	
	City of Fort Pierce - Cash Match		-\$11,388.23
	TOTAL SLC TDC GRANT REQUEST		\$20,000.00

36"x 24" Marker Locations:

Hurston Library – 3008 Avenue D

Lincoln Park Academy – 1806 Avenue I

Zora's Home – 1734 Avenue I

Former Fort Pierce Welfare Home – 809 N 9th Street – NEW – 2 Markers

Zora's Gravesite – Avenue S and 17th Street

Fort Pierce Chronicle – 1529 Avenue D

Means Court School – 532 N 13th Street

Sarah's Memorial Chapel – 728 Avenue D

Backus Studio / Main Street Fort Pierce Offices – 122 Backus Avenue

46.5"x 56-5/8" Marker Locations:

Hurston Library – 3008 Avenue D

Lincoln Park Main Street – 1234 Avenue D

Visitor Center / SLC Chamber of Commerce / Seven Gables House – 482 N Indian River Drive

