

**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: _____