

**INTERLOCAL AGREEMENT FOR  
TRANSIT BUS STOP SEATING STATIONS**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and the **CITY OF FORT PIERCE**, a Florida municipal corporation, (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, the County operates a public transit system within the geographical boundaries of St. Lucie County; and,

**WHEREAS**, the County desires to locate bus stop seating stations at several sites within the City to serve residents and tourists using the St. Lucie County transit system; and,

**WHEREAS**, the City owns and maintains the rights-of-way within the City; and,

**WHEREAS**, the installation of bus stop seating stations on the City owned right-of-way adjacent to transit stops will assist the transportation of residents and tourists within the City and the County; and,

**WHEREAS**, the purpose of this Agreement is to establish responsibility for location and maintenance of bus stop seating stations within the City; and,

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

**NOW, THEREFORE**, in consideration of the conditions contained in this agreement, the parties agree as follows:

**1. General.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

**2. County Responsibilities.** The County shall have the following responsibilities:

- A. Provide the city, for review and approval, the schematics and the location of the bus stop seating stations.
- B. Install bus stop seating stations at locations agreed to by the City and the County.
- C. Provide the City, for review and approval, detail and specifications of the proposed bus stop seating stations.
- D. Install the bus stop seating stations which will measure approximately two feet wide by four feet long, containing capacity for an average of two bus stop seating, and informational signage attached to provide beneficial information to riders.
- E. Remove bus stop seating stations from locations and restore the sites to original condition within 30 calendar days of the date said station is no longer utilized as a stop within the bus stop seating program;
- F. Promptly repair or replace all damaged parts and permanent appointments to the station including, but not limited to, the fixture, signage, or other metal components which may rust;
- G. Submit an overall map displaying bus stop seating station locations.

3. **City Responsibilities.** The City shall have the following responsibilities:

- A. Concur with the County on the locations of the bus stop seating stations that are within City right-of-ways.
- B. Assist the County or its representative in obtaining the consent as necessary of adjacent property owner(s) to bus stop seating stations locations.
- C. Where feasible, as determined by the City, extend existing sidewalks to locations of bus stop seating station pads if current sidewalk is not adjacent to the bus stop seating stations.
- D. Review submitted location description and design of the permitting submittal package.
- E. Complete preparation and construction of appropriate concrete pads or fixture area for the selected and approved bus stop seating station sites within City right-of-way parks.

4. **Term.** The term of this Agreement shall begin on the effective date as provided below and shall terminate fifteen (15) years from that date. The term of this Agreement may be extended for additional five (5) year periods upon the mutual consent of both parties. Either party shall have the right to terminate this Agreement upon ninety (90) days prior written notice to the other party.

5. **Liability.** The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in 768.28, Florida Statutes (2019).

6. **Notice of Complaints or Suits.** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or Treasure Coast Connector is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

7. **COMPLETE UNDERSTANDING.** The Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understandings between the parties on the same subject.

8. **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 City:**

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

**With a copy to:**

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

**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

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.

9. **AMENDMENTS.** No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by both parties, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

10. **FURTHER DOCUMENTS.** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

11. **SECTIONS-CAPTIONS.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.

12. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not affect the validity of the remainder of this Agreement.

13. **GOVERNING LAW.** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement is the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

14. **FILING; EFFECTIVE DATE.** This Agreement, and subsequent amendments, 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 \_\_\_\_\_, 2019.

ATTEST:

BY: \_\_\_\_\_  
Deputy Clerk

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

BY: \_\_\_\_\_  
Chair

**APPROVED AS TO FORM AND  
CORRECTNESS:**

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

ATTEST:

BY: \_\_\_\_\_  
Clerk

**CITY OF FORT PIERCE**

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

**APPROVED AS TO FORM AND  
CORRECTNESS**

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

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