

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF FORT PIERCE AND ST. LUCIE COUNTY
REGARDING OLD CITY HALL**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2020, 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, the City owns a building referred to as "Old City Hall" located at 315 Avenue A, Fort Pierce; and

WHEREAS, the County is desirous of using the building for the use and benefit of the County's Community Services Department; and

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

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

ARTICLE I. RENTAL AGREEMENT OLD CITY HALL

(A) The County does hereby agree to lease seven thousand (7,000) square feet at seven dollars and 00/100 (\$7.00) per square foot of tenant improved space for the use and benefit of the County's Community Services Department in that certain building known as the Old City Hall for a period of three (3) years from the date this Agreement is effective, with two (2) one year options, for a total of five (5) years.

(B) **RENT**

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

(C) PAYMENT OF EXPENSES

City agrees to maintain the premises including the roof and air conditioning system in first class condition. The County shall be responsible for payment for use of 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 renovation 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 three.

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 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 VIII. 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 _____, 2020.

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

ATTEST:

**BY: _____
DEPUTY CLERK**

**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**

Exhibit A

Community Services Lease of Old City Hall

	Price Per Square Foot	Total Square Footaged Leased	Annual Base Lease Price	Cumulative Lease Cost
Year 1	\$7.00	7000	\$49,000.00	
Year 2	\$7.00	7000	\$49,000.00	\$98,000.00
Year 3	\$7.00	7000	\$49,000.00	\$147,000.00
Option Year 4	\$7.00	7000	\$49,000.00	\$196,000.00
Option Year 5	\$7.00	7000	\$49,000.00	\$245,000.00