

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY
(PUBLIC TRANSIT MSTU)**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2021, 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 and the City are empowered to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes; and,

WHEREAS, on January 28, 2003, the County adopted Resolution No. 03-21, which established a Municipal Services Taxing Unit ("MSTU") for public transit and non-motorized transportation that would levy an ad valorem tax at a rate not to exceed ¼ mill per annum for a term of no longer than 20 years (hereinafter referred to as the "Public Transit MSTU"); and,

WHEREAS, on April 22, 2003, the County adopted Resolution No. 03-65 which amended Resolution No. 03-21 by deleting the provision for non-motorized transportation from the Public Transit MSTU; and,

WHEREAS, Resolution No. 03-65 took effect upon the enactment by the City of Fort Pierce City Commission, the City of Port St. Lucie City Council and the Town of St. Lucie Village Board of Alderman of ordinances consenting to the inclusion of their respective entity within the boundaries of the Unit on or before June 1, 2003; and,

WHEREAS, on May 20, 2003, the parties entered into an Interlocal Agreement to allocate the proceeds of the St. Lucie County Municipal Services Taxing Unit ("MSTU") for public transit recorded in Official Records Book 1733 at Page 2070 of the public records of St. Lucie County, Florida, hereinafter referred to as the "Agreement"; and,

WHEREAS, the parties desire to amend and restate the Agreement to update the references to transit planning documents, provide for an annual meeting between the parties as well as a meeting prior to any increase in the millage rate for the MSTU, and extend the term of the Agreement through and including December 31, 2043.

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

1. **GENERAL**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. 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. The above recitals are true and correct.

2. **CONSENT TO INCLUSION OF CITY WITHIN MSTU**

The parties acknowledge and agree that following public hearings held on or before June 1, 2003, the City adopted Ordinance No. 2003-X which consented to the inclusion of the boundaries of the City of Fort Pierce within the boundaries of the Public Transit MSTU created by the County.

3. **COLLECTION OF TAXES WITHIN THE CITY**

As the City has adopted an ordinance consenting to the inclusion of the City within the MSTU, the County shall allocate the taxes levied and collected in the City pursuant to the Public Transit MSTU in the amounts as determined by Paragraph 4 herein.

4. **ALLOCATION OF MSTU PROCEEDS**

A. **General.** The parties agree that each year during the term of this Agreement the County shall establish a separate budget for public transit services within the Public Transit MSTU.

B. **Public Transit.** The parties agree that the taxes levied within the MSTU shall be allocated to fund the budget established for public transit services. To insure that the residents of the City receive an equitable share of public transit services, the County shall determine each year the estimated cost of providing public transit services for the ensuing County fiscal year within the boundaries of the unit based upon the Long Range Transit Plan: Smart Moves 2045 Long Range Transportation Plan (February 2021), St. Lucie County FY 2020 - FY 2029 Transit Development Plan Major Update (June 2019), and Transit Asset Management Plan (June 2017), adopted by the St. Lucie Transportation Planning Organization, and subsequent amendments to such plans. On or before November 1st of each year during the term of this Agreement, the County shall provide an annual report to the City indicating the transit services provided to the City during the previous year. Following issuance of the annual report, the County Administrator and the City Manager shall meet to discuss the annual report as well as plans for transit operations in the coming year. For the period October 1, 2010 through and including September 30, 2043, the amount of taxes levied within the MSTU shall not exceed .25 mill, unless otherwise amended by the Board of County Commissioners. The parties acknowledge and agree that the millage rate for the period October 1, 2020 through and including September 30, 2021 is .1269 mill. Prior to any increase in the current millage rate, the County Administrator shall notify the City Manager of the proposed increase and request a meeting with the City Manager to discuss the matter at least thirty (30) days prior to the adoption of the budget for the fiscal year in which the proposed increase would take effect. The funds allocated for public transit services shall be retained by the County and

shall be transferred by the County to the approved provider of public transit services pursuant to a contract between the County and the approved public transit service provider.

5. INDEPENDENT AUDIT

An annual independent audit of the revenue receipts and expenditures shall be performed annually. The County shall select and contract with the auditor. The cost of the audit shall be paid from the total annual MSTU proceeds received from the Tax Collector.

6. TERM OF AGREEMENT

This Agreement shall be effective beginning on June 27, 2003, and shall continue through and including December 31, 2043, unless terminated as herein provided.

7. TERMINATION

Either party may terminate the Agreement with one year's prior written notice to the other party; in the event of termination by either party, the termination shall be effective on January 1 of the year subsequent to one year from the notice of termination.

8. 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 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

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

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

Clerk

BY: _____
Mayor

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
Interim City Attorney

Date: _____

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

ATTEST:

Deputy Clerk

BY: _____
Chair

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney