

**INTERLOCAL AGREEMENT
COST SHARE AGREEMENT RELATING TO
HOUSING NEEDS ASSESSMENT AND IMPLEMENTATION PLAN**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2022, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation, (hereinafter "CITY") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (hereinafter "COUNTY").

RECITALS

WHEREAS, the County and City desire to enter into this Agreement pursuant to Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the need for affordable workforce housing is recognized by both the County and City as critical to resident welfare and economic development;

WHEREAS, the County intends to advertise for request for proposals to procure a consulting firm to develop a Housing Needs Assessment and Implementation Plan (hereinafter "Assessment and Plan"), and the County and the City desire to partner on the Assessment and Plan;

WHEREAS, coordination of this work between the County and City will benefit residents and will serve a public purpose; and

WHEREAS, County and City agree to cooperate in an economic, timely and efficient manner.

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the parties on the Assessment and Plan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City, hereby agree as follows:

- 1. Recitations.** The foregoing recitals are true incorporated herein by reference.
- 2. County Responsibilities.** The parties agree that the County shall advertise for open competition a request for proposals to procure a consulting firm to develop the Assessment and Plan.
 - a. The County shall include a City representative, as selected by the City, to participate in the selection committee and bid review process.
 - b. The City shall be copied on proposals and be given an opportunity to review and provide comments.

3. **City Responsibilities.** The City agrees to reimburse the County for the cost of the Assessment and Plan up to \$50,000.00. The City's contribution to the cost of the Assessment and Plan shall not exceed \$50,000.00. The City shall pay the reimbursement amount to the County within thirty (30) days of receipt by the City of an invoice from the County.
4. **Notices.** All written notices required under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE COUNTY:
CITY OF FORT PIERCE CITY MANAGER P.O Box 1480 Fort Pierce, FL 34954 With a copy to: OFFICE OF THE CITY ATTORNEY CITY OF FORT PIERCE P.O Box 1480 Fort Pierce, FL 34954	ATTN: HOUSING MANAGER 437 N. 7 th Street Ft. Pierce, FL 34950 With a copy to: ST. LUCIE COUNTY ATTORNEY County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982

Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery or (ii) on the date mailed, postage prepaid.

6. **Invalid Provisions.** In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
7. **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 Section 768.28, Florida Statutes, or any other source of applicable governing law.
8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence

over any and all prior and contemporaneous verbal or written agreements and understandings between the parties hereto.

- 10. Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto.
- 11. Recording; Effective Date.** This Agreement shall be recorded by the County in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. A copy of the recorded Agreement shall be forwarded to the City. The Effective Date of this Agreement shall be the date the Agreement is recorded in the public records of St. Lucie County, Florida, and shall remain in effect for 2 years thereafter ("initial term"), unless it is extended as set forth in Section 12 below or terminated as set forth in section 13 below.
- 12. Extension.** Upon the expiration of the initial term, this Agreement may be extended for an additional term of two years upon written consent of both parties.
- 13. Termination.** Prior to the County entering into a contract with the successful bidder, either party may choose to terminate this Agreement without cause upon providing a minimum of 30 days prior written notice delivered to the other party. After the County has entered into a design contract with the successful bidder, the parties may terminate this agreement by written consent of both parties.

(Remainder of this page left blank)

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed on behalf of their respective entities, their successors and assigns, on the day first above written.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
SEAN MITCHELL, CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
DANIEL MCINTYRE, COUNTY ATTORNEY

ATTEST:

CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
LINDA HUDSON, MAYOR

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
TANYA EARLEY, CITY ATTORNEY