

**INTERLOCAL AGREEMENT  
BETWEEN THE ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION  
AND THE CITY OF FORT PIERCE FOR PASSENGER RAIL STATION PLANNING**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the St. Lucie Transportation Planning Organization, a metropolitan planning organization (hereinafter the “TPO”) and the City of Fort Pierce, a Florida municipality (hereinafter the “City”).

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” provides that local governments or public agencies may cooperate by agreement with one another to provide services that will best meet the needs of local communities; and

**WHEREAS**, the above-named governmental entities are public agencies as that term is defined in Section 163.01, Florida Statutes; and

**WHEREAS**, on April 4, 2023, the TPO Board amended the FY 2022/23 – FY 2023/24 Unified Planning Work Program to provide for the initial site plan and conceptual design of a future passenger rail station in downtown Fort Pierce (the initial site plan and conceptual design are referred to hereinafter as the “Project”); and

**WHEREAS**, the TPO has approved the expenditure of Coronavirus Response and Relief Supplemental Appropriations Act funding for the Project; and

**WHEREAS**, the TPO and the City have agreed to cooperate in the completion of the Project, and to allocate responsibilities among themselves as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings as contained in this Agreement, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

**1. RECITALS**

The foregoing recitals are true and are incorporated herein by reference.

**2. DURATION AND TERMINATION**

- A. This Agreement shall become effective as specified in Section 13, below. The Agreement shall terminate automatically upon mutual written agreement by the City and the TPO that the Project has been satisfactorily completed, and all approved expenses incurred during the term of the Agreement have been paid, or on June 30, 2024, whichever is earlier.
- B. Prior to the commencement of work on the Project by an authorized vendor, either party may terminate this agreement by providing no less than thirty (30) days written notice to the other party.
- C. After the commencement of work on the Project by an authorized vendor, the parties may terminate this Agreement by mutual agreement.

### **3. RESPONSIBILITIES OF THE PARTIES**

- A. The City shall be responsible for procuring the vendors, subject to approval by the TPO, necessary to complete the Scope of Services approved as set forth in Section 3.B. , for monitoring the completion of the work, and for setting the commencement date for work to start on the Project. The vendors procured by the City shall comply with all local, State and Federal rules, laws, and requirements.
- B. The parties agree that the Scope of Services is subject to approval by the City, the TPO, Florida Department of Transportation (FDOT), and Federal Highway Administration (FHWA), and the TPO shall be responsible for requesting the approvals by FDOT and FHWA of the Scope of Services.
- C. The City shall be responsible for: (1) paying the vendor(s) referred to in Section 3.A., above; (2) keeping records of said expenditures; and (3) providing proof of payment of said expenditures to the TPO. The City may provide proof of payment of expenditures via electronic mail.
- D. Within thirty (30) days of receipt and approval of an invoice and records of expenditures by the City, the TPO shall reimburse the City for payments made by the City to the authorized vendor(s) referred to in Section 3.A., above. The TPO's obligation to reimburse the City pursuant to this subsection shall survive the termination of the Agreement if the payments were made or the expenses were incurred, and the TPO was invoiced for the payments or the expenses, during the term of the Agreement. The TPO's obligation to reimburse the City shall not exceed \$356,183.

### **4. 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.

### **5. SEVERABILITY**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### **6. ENTIRE AGREEMENT**

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

### **7. CHANGES**

All changes, modifications, or alterations to this Agreement shall be made by written amendment signed by authorized representatives of each party.

**8. NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

**If to TPO:**

Board Chairperson  
St. Lucie TPO  
466 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34953

**With a Copy to:**

Executive Director  
St. Lucie TPO  
466 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34953

**If to Fort Pierce:**

City Manager  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**With a Copy to:**

City Attorney  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**9. FURTHER DOCUMENTS**

Each of the parties hereto agrees that it 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.

**10. GOVERNING LAW AND VENUE**

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 action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

**11. CAPTIONS**

The captions and headings of this Agreement are intended for convenience and reference only and do not affect the construction or meaning of this Agreement.

**12. FILING**

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

**13. EFFECTIVE DATE**

This Agreement shall be effective upon it being filed with the Clerk of the Circuit Court of St. Lucie County.

[This section intentionally left blank]

**IN WITNESS WHEREOF**, the parties have caused the execution by their duly authorized officials.

**ATTEST:**

\_\_\_\_\_  
TPO Operations Administrator

**ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION**

BY: \_\_\_\_\_  
TPO Executive Director

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

BY: \_\_\_\_\_  
TPO/Assistant County Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF FORT PIERCE**

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

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

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