

**INTERLOCAL FUNDING AGREEMENT  
FOR THE AVENUE D RESURFACING PROJECT  
BETWEEN THE CITY OF FORT PIERCE, FLORIDA  
AND THE FORT PIERCE REDEVELOPMENT AGENCY**

This Interlocal Funding Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (the "City"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, FL and a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA").

**WITNESSETH**

**WHEREAS**, the City and the FPRA are authorized under Section 163.01, Florida Statutes, to enter into interlocal agreements to jointly exercise shared powers; and

**WHEREAS**, pursuant to Sections 163.370 and 163.387, Florida Statutes, the FPRA may expend redevelopment trust funds for infrastructure improvements supporting the agency's goals; and

**WHEREAS**, the FPRA was established by the City of Fort Pierce to revitalize both the physical and economic environment of the redevelopment area, counteract blight, encourage public and private investment, sustain an authentic and pedestrian-friendly historic character, and capitalize on the community character of Fort Pierce; and

**WHEREAS**, the City and the FPRA seek to improve infrastructure along Avenue D, a key corridor within the City and the FPRA, by promoting connectivity, public safety, economic vitality, and enhanced aesthetic appeal; and

**WHEREAS**, the City issued a construction bid for improvements to Avenue D (Bid No. 2025-019) on May 1, 2025 and awarded the contract C.W. Roberts Contracting, Inc. on July 18, 2025; and

**WHEREAS**, funding for the improvements to Avenue D (the "project") is drawn from multiple sources, \$1,500,000.00 a state general appropriation grant, \$2,573,873.50 infrastructure surtax funds, and \$1,500,000.00 FPRA funds not to exceed \$4,072,873.50; and

**WHEREAS**, the FPRA has budgeted a contribution of \$1,500,000 to the project; and

**WHEREAS**, the City will execute contracts and lead project delivery, while the FPRA will provide funding in support of redevelopment goals along Avenue D.

**NOW, THEREFORE**, in consideration of their mutual promises made herein, the parties agree as follows:

1. **Incorporation of Recitals.** The above set forth recitals are hereby incorporated into the terms of this Agreement.
2. **Scope of Project.** The scope of the project includes milling and resurfacing of Avenue D from N 29th Street to US 1, sidewalk updates, curb and gutter, driveway replacement, updates to ADA ramps, pavement marking, signing, video detection at signalized intersections and an overhead neighborhood Lincoln Park sign
3. **Lead Agency.** The City shall manage all aspects of the project including procurement, contracting, construction administration, inspections, and final acceptance.
4. **FPRA Contribution.** The FPRA shall contribute an amount not to exceed \$1,500,000 toward eligible costs including design, permitting, construction, and contingency expenses aligned with the FPRA's goals.
5. **Payment.** The City shall provide invoices to the FPRA when costs are incurred for the project, identifying the requested contribution from the FPRA. The FPRA will provide payment to the City upon review that the invoice meets the FPRA's funding abilities.
6. **Reporting.** The City shall provide the FPRA with a final close-out report within sixty (60) days of project completion, documenting all expenditures and certifying that FPRA funds were expended solely for eligible purposes consistent with the Redevelopment Plan.
7. **No Changes.** Any requests to increase the FPRA's contribution or materially alter the scope of the project will require prior approval by the FPRA Board and be memorialized in a written amendment to this Agreement.
8. **Term; Termination.** The term of this Agreement begins on the date the Agreement is recorded with the Clerk of Court for St. Lucie County and ends upon the project completion date as denoted on the Notice to Proceed to the contractor, unless

extended in writing. This Agreement may be terminated upon mutual agreement of the parties upon thirty (30) days written notice to the other party.

9. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing.
10. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the venue of any proceeding shall be in St. Lucie County, Florida.
12. **Records & Audit.** The City shall retain all financial and project records in compliance with Chapter 119, Florida Statutes.
13. **Filing.** In accordance with Section 163.01(11), the City will file this Agreement with the Clerk of Court for St. Lucie County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

**ATTEST:**

**CITY OF FORT PIERCE:**

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Mayor

\_\_\_\_\_  
Date

**APPROVED AS TO FORM CORRECTNESS:**

By: \_\_\_\_\_  
Sara Hedges, City Attorney

**ATTEST:**

**FORT PIERCE REDEVELOPMENT  
AGENCY:**

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO FORM CORRECTNESS:**

By: \_\_\_\_\_  
Sara Hedges, Agency Attorney