

**INTERLOCAL FUNDING AGREEMENT  
FOR THE JAYCEE PARK  
IMPROVEMENT 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 \_\_\_\_\_ 2026, 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 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 and community improvements that support the goals of the Redevelopment Plan; and

**WHEREAS**, Goal 20 of the FPRA Redevelopment Plan identifies the need to incorporate additional amenities within public and City-owned spaces to enhance quality of life and recreational opportunities within the Redevelopment Area; and

**WHEREAS**, Jaycee Park, located within the Redevelopment Area, is in need of improvements to maintain safe, functional, and attractive public amenities; and

**WHEREAS**, the proposed Jaycee Park Improvement Project ("Project") includes (1) the replacement of pavilion roofs currently in deteriorated condition with new roofs, and (2) the installation of a sail shade structure over the newly constructed playground; and

**WHEREAS**, these improvements directly advance the FPRA Redevelopment Plan by enhancing public amenities, supporting recreational use, and improving the overall appeal of publicly accessible spaces within the Redevelopment Area; and

**WHEREAS**, the City's Public Works Department possesses the expertise and capacity to manage and oversee the construction and installation aspects of the Project; and

**WHEREAS**, FPRA staff will oversee administrative and procurement responsibilities, including managing the competitive solicitation process and ensuring compliance with the City's Purchasing Code; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to Section 163.01, Florida Statutes, to provide for FPRA funding of the Project and City management and administration of the Project.

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

1. **Purpose.** The purpose of this Agreement is to establish the terms under which the FPRA will provide funding for the Jaycee Park Improvement Project and the City will oversee construction of the improvements.
2. **Incorporation of Recitals.** The above set forth recitals are hereby incorporated into the terms of this Agreement.
3. **Scope of Project.** The Project scope includes, but is not limited to:
  - a. Removal and replacement of the existing pavilion roofs with new roofing systems;
  - b. Installation of a sail shade over the new playground;
  - c. All associated construction, materials, installation, and related improvements necessary to complete the Project.
4. **Lead Agency.**
  - a. The City, through its **Public Works Department**, shall serve as the lead agency for construction management. Public Works shall be responsible for field oversight, contractor coordination, installation management, and ensuring completion of the improvements consistent with applicable codes and standards.
  - b. **FPRA staff shall be responsible for all procurement and administrative functions**, including but not limited to preparing bid documents, issuing solicitations, securing bids or proposals, facilitating addenda, ensuring compliance with the City's Purchasing Code, and coordinating the award process with Public Works.

- c. FPRA staff shall also manage contract administration, invoice processing, payment coordination, and maintenance of administrative and financial records.
5. **FPRA Contribution.** The FPRA agrees to fund the Project in an amount not to exceed One Hundred Sixty-Seven Thousand Dollars (\$167,000.00). Any request for additional funding must be approved by the FPRA Board by formal amendment.
6. **Payment.** The City shall receive invoices from the Project consultant and review them for accuracy, completeness, and consistency with the approved scope of work. Upon verification, the City shall forward the invoice to the FPRA, along with a written recommendation for payment and any supporting documentation deemed necessary. The FPRA shall review the submitted invoice and, upon approval, process payment directly in accordance with its standard financial procedures.
7. **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.
8. **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.
9. **Term.** The term of this Agreement begins when 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.
10. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing.
11. **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.

12. **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.
13. **Records & Audit.** The City shall retain all financial and project records in compliance with Chapter 119, Florida Statutes.
14. **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