

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
(FENN PARK MAINTENANCE)**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“Amendment”) is entered into this _____ day of _____, 2026, by and between the City of Fort Pierce, Florida, a Florida municipal corporation, hereafter referred to as “City”, and the Housing Authority of the City of Fort Pierce, a public housing agency, hereafter referred to “Housing Authority”.

WHEREAS, the Housing Authority is the owner of the property located at 1011 N. 23rd Street, Fort Pierce, Florida (“Property”);

WHEREAS, the City operates and maintains the Coach Fenn Park (“Park”) at the Property pursuant to an Interlocal Agreement entered into by the parties and dated September 6, 2000.

WHEREAS, the City desires to expand the Park to include additional facilities; and

WHEREAS, the parties desire to amend the Interlocal to provide authority for the City to install utilities at the Property and connect to the Authority’s utility facilities.

NOW, THEREFORE, IT IS AGREED as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **AMENDMENT.** Section 2 of the Interlocal is deleted in its entirety and replaced with the following Section 2:

2. The parties agree as follows:

(a) **Operation and Maintenance of Park.** The City agrees to operate and maintain Coach Fenn Park and the existing park elements and landscaping, excluding any buildings or structures unless constructed by the City, in accordance with City standards. During the term of this Agreement, the City may establish and enforce rules and regulations governing

the use and hours of operation for this park. All existing and future park elements shall meet City standards and specifications, and the City reserves the right to install or remove any park element or facility, including landscaping. Further, the City agrees to insure that the installed splash pad will be maintained and remain operational continuously, and will only be non-operational for any reason no more than ninety (90) calendar days during the term of this Agreement.

(b) Park Improvements. The Authority grants the City the right, during the term of the Agreement, to design, construct, install, operate, maintain, repair, replace, and remove park improvements on the Park Property, including but not limited to restroom facilities, pavilions, recreational facilities, sidewalks, landscaping, irrigation systems, lighting, drainage facilities, utility infrastructure, and related appurtenances (collectively, "Park Improvements"). Prior to commencement of construction of Park Improvements which require Authority to obtain permits for the Park Improvements, the City shall submit plans and specifications to the Authority for review and written approval. Authority's signature on and/or submission of the permit applications shall constitute written approval of the construction of said Park Improvements. Authority approval and submission of the permit applications shall not be unreasonably withheld, conditioned, or delayed.

(c) Utility Capacity and Performance. Prior to construction which requires Authority to obtain permits for Park Improvements relating to utility infrastructure ("Utility Improvements"), the City shall provide plans and supporting calculations prepared by a licensed professional engineer demonstrating that the proposed utility connection is designed to operate within the available capacity of the existing Authority utility facilities as of the date of this Agreement ("Existing Authority Utility Facilities") and is not expected

to cause the Existing Authority Utility Facilities to fail to meet applicable design, operational, or regulatory standards. Authority's signature on and/or submission of the permit applications shall constitute written approval of the construction of said Utility Improvements. Authority approval and submission of the permit applications shall not be unreasonably withheld, conditioned, or delayed. The City may connect to and use the Existing Authority Utility Facilities in accordance with the approved plans. The City will provide an estimated time period for any interruption to the utility services during the period of construction so that the Authority may provide appropriate notice to the potentially impacted residents. To the extent the City's construction causes prolonged interruption to the service greater than what was previously estimated, the City, to the extent authorized by law, shall assist the Authority in implementing reasonable measures to address the impact to residents. At a minimum, such measures shall, to the extent possible, address public health, safety, and wellness concerns raised by the Authority.

(d) Ownership of Improvements. The Authority shall own the Property and all Park Improvements, to include the Utility Improvements, constructed or installed pursuant to this Agreement.

(e) Operation and Maintenance. The City shall be responsible for all costs associated with the design, construction, operation, maintenance, repair, replacement, and upkeep of the Park Improvements, excluding the Utility Improvements. The City shall be responsible for the costs associated with the design and construction of the Utility Improvements. Upon completion of the Utility Improvements, the Authority shall be responsible for all operation, maintenance, repair, replacement, and upkeep of the Utility Improvements

thereafter. The Authority shall remain responsible for operation, maintenance, repair, replacement, and upkeep of the Existing Authority Utility Facilities.

(f) Increased Utility Capacity.

(g) Sovereign Immunity. Each party shall assume the responsibility and liability for acts and omissions of its own employees, officials, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this Agreement shall be liable (if at all) only for the acts or omissions of its own employees, officials, officers, or agents that occur within the scope of their official duties. Nothing contained in this Agreement is intended to or shall be read to waive the City's or Authority's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

3. CONFLICTS. Except as expressly modified herein, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

4. EFFECTIVE DATE. This Amendment shall become effective upon filing with the Clerk of the Circuit Court for St. Lucie County.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Camille Wallace, Interim City Attorney

**HOUSING AUTHORITY OF
THE CITY OF FORT PIERCE**

Rosetta Washington

By: *Rosetta Washington* Executive
Director