

INTERLOCAL AGREEMENT (FENN PARK MAINTENANCE)

THIS AGREEMENT entered into this 6th day of September, 2000 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", providing for the City's maintenance of Coach Fenn Park.

WHEREAS, the Housing Authority is the owner of a certain project located at 1011 N. 23rd Street, Fort Pierce, Florida; and

WHEREAS, there is a park facility known as "Coach Fenn Park" located within the project and identified on Exhibit "A", attached hereto and made a part hereof, which the Housing Authority desires the City to assist in maintaining; and

WHEREAS, the City agrees to participate in maintaining the park in accordance with City standards and as provided in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Interlocal Cooperation Act.
2. Effective September 1, 2000, the City agrees to operate and maintain Coach Fenn Park and the existing park elements and landscaping, excluding any buildings or structures, 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.

3. To the extent available, the Housing Authority shall maintain all applicable insurance coverages for the park area currently in existence and shall provide the City with evidence of continuing coverage upon request at all times during the term of this Agreement.
4. The term of this Agreement shall be year to year and this Agreement shall renew automatically each year unless written notice is furnished by either party to the other of its intent to terminate this Agreement, such notice to be furnished a minimum of three (3) months prior to October 1, of any year.
5. Both parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, or marital status, in the use of the park pursuant to this Agreement.
6. This Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understandings between the parties on the same subject.
7. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to City:

Fort Pierce City Manager
P.O. Box 1480
Fort Pierce, Florida 34954

With a copy to:

Fort Pierce City Attorney
P.O. Box 1480
Fort Pierce, Florida 34954

As to Housing Authority:

Housing Authority Director
707 N. 7th Street
Fort Pierce, Florida 34950

With a copy to:

Housing Authority Attorney
707 N. 7th Street
Fort Pierce, Florida 34950

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

7. No amendment, modification, or waiver of this Agreement, or any part thereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.
8. Each of the parties hereto hereby agree that they 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.
9. Sections and other captions contained in this Agreement are for purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provisions hereof.
10. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not effect the validity of the remainder of this Agreement.
11. 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.
12. This Agreement may be filed with the Clerk of the Circuit Court of St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

signed in their respective names by their proper officials and under their official seals this 6th
day of September, 2000.

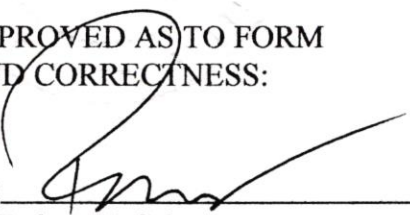
ATTEST:

By: 
Cassandra Steele, City Clerk

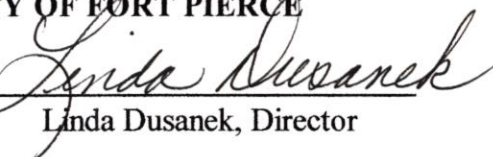
CITY OF FORT PIERCE, FLORIDA

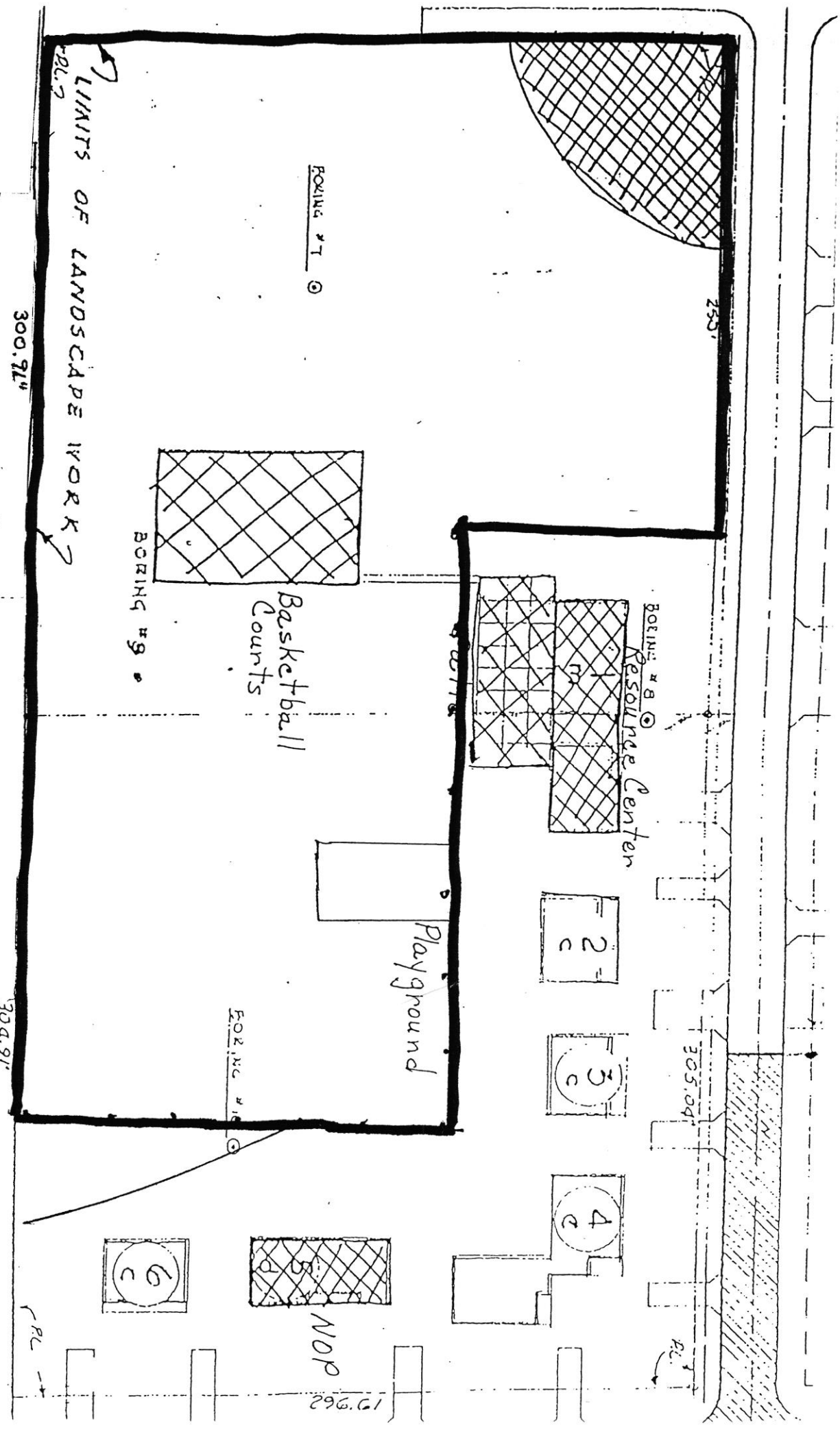
By: 
Mayor Edward G. Enns

APPROVED AS TO FORM
AND CORRECTNESS:

By: 
Robert V. Schwerer
Assistant City Attorney

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

By: 
Linda Dusanek, Director



LIMITS OF LANDSCAPE WORK

BORING #1

BORING #9

BORING #8
Resource Center

Basketball
Courts

Playground

BORING #10

305.00'

300.91'

NOP

296.01'

RL

CITY OF FORT PIERCE - PUBLIC WORKS DEPARTMENT

M E M O R A N D U M

TO: City Clerk, Sandy Steele

FROM: Director of Public Works, Gary M. Ferch 

SUBJECT: **Interlocal Agreement – Coach Fenn Park**

DATE: August 31, 2000

This is a formal request to place the Interlocal Agreement between the City of Fort Pierce and the Housing Authority on the Consent Agenda for approval.

Our Assistant City Attorney, Rob Schwerer, had drawn up the agreement for our Public Works Department to perform regular scheduled maintenance on Coach Fenn Park. Staff and I are in full agreement with this acquisition, as we believe our maintenance programs will continue to improve this park. Public Works **will not** be responsible for any type of recreational activity, i.e. basketball, little league tournaments, etc.

Our future goal would be the replacement of the children's' playground equipment to conform to the Federal Safety Guidelines.

Public Works will be constructing a new park sign to include our city logo. We will also be requesting basketball court resurfacing on our capital request list for commission approval at a future date.

The approximate yearly cost to maintain Coach Fenn Park annually is \$6,078.00. These funds are available in our Parks & Grounds annual maintenance budget.

GMF/mm

Attachments (Limits of Maintenance)

cc: City Manager
Assistant City Attorney
Deputy Director