

**INTERLOCAL AGREEMENT
(MURAL AT JAYCEE PARK)**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2026, by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, FL (“FPUA”) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, a Florida municipal corporation (herein referred to as (“FPRA”) for the selection of art, installation and maintenance of a Mural on the FPUA-owned water tank located at Jaycee Park. The FPUA and the FPRA may be referred to individually as a “party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, the Fort Pierce Utilities Authority (“FPUA”) was created and established by the City Commission of the City of Fort Pierce, Florida (“City Commission”), through a referendum election held in said City on May 30, 1972;

WHEREAS, Article XII of the Charter of the City of Fort Pierce, Florida, grants to the FPUA exclusive jurisdiction, control and management of the utilities of the City and all of its operations and facilities, all the powers and duties possessed by the city to construct, acquire, expand and operate utility systems, and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and businesslike administration of the utility systems;

WHEREAS, the FPRA has the authority to make repairs and rehabilitation to buildings or other improvements located within the community redevelopment area as authorized under Ordinance H-239;

WHEREAS, the FPUA owns and maintains a water tank located at the intersection of South Ocean Drive and Melaleuca Drive on the Indian River Lagoon located within the FPRA boundary on real property owned by the City of Fort Pierce (“Jaycee Park”);

WHEREAS, the FPRA is funding the installation of a public art mural on the water tank to enhance public spaces, support artists, and promote economic and cultural vibrancy within the community (the “Project”);

WHEREAS, contingent upon FPUA Board and FPRA Board approval, the Parties will engage an artist for the Project at Jaycee Park pursuant to the terms provided in the Artist Services Agreement, in substantially the form for approval attached hereto as Exhibit “A” and incorporated herein by reference;

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers;

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of project and allocate responsibilities and designate one or more parties to administer the terms of the agreement; and

WHEREAS, the parties have determined that this Interlocal Agreement serves the public interest.

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

1. **RECITALS AND AUTHORITY.**

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969.”

2. **PARTY OBLIGATIONS.**

2.1 FPRA Obligations.

2.1.1 Funding of Installation. FPRA shall fund up to sixty-thousand dollars (\$60,000) to the selected artist as total compensation, materials included, for the installation of the Project. The FPRA shall be responsible for invoicing and payment directly to the selected Artist.

2.2 FPUA Obligations.

2.2.1 Mural Surface Preparation. FPUA agrees to prepare the water tank for the Artist by pressure washing and priming the surface and correcting any surface defects. FPUA will properly inspect the water tank before the mural installation and agree to take whatever measures reasonable and necessary to prepare the water tank for the mural installation.

2.2.2 Access to Property. FPUA agrees to provide the FPRA and the selected Artist with reasonable access to the site for such work so as not to interfere with FPUA’S business operations.

2.2.3 Mural Maintenance. FPUA shall maintain and clean the mural in a manner to prevent deterioration and retain an appropriate condition at FPUA’s cost.

2.2.4 Period of Mural Display. The mural shall remain on the water tank for a period of five (5) years unless terminated as provided herein.

3. **PROJECT REQUIREMENTS, RIGHTS, AND OBLIGATIONS**

3.1 Mural Artist Selection and Design. The selection of the mural design and Artist for this Project shall be a joint effort of the FPRA and the FPUA.

3.1.1 FPRA staff will issue a Call for Artists for the Project via the CallForEntry.org (CaFE) platform.

3.1.2 Upon close of the Call for Artists, FPRA staff will review all submittals and eliminate those which are non-compliant.

3.1.3 The art and Artists shall be reviewed utilizing a committee consisting of two members of FPRA staff and two members of FPUA staff (“Selection Committee”).

3.1.4 The Selection Committee will meet and rank the submissions for its recommendation to the FPUA Board and the FPRA Board. The submissions will be ranked on substantially the following Key Selection Criteria:

3.1.4.1 Artistic Quality & Creativity: How well the design represents the theme or design inspiration that was provided.

3.1.4.2 Aesthetics: The design quality, potential visual enjoyment, innovation/risk in concept and technical approach, and prospective social interaction.

3.1.4.3 Artistic Quality & Creativity: How well the design represents the theme or design inspiration that was provided.

3.1.4.4 Aesthetics: The design quality, potential visual enjoyment, innovation/risk in concept and technical approach, and prospective social interaction.

3.1.5 The recommendation(s) of Selection Committee will be submitted to the FPUA Board and the FPRA Board for approval and execution of an Artist Services Agreement.

3.2 Sunshine Law. The Selection Committee shall meet and rank proposals in accordance with applicable “Sunshine” laws by notifying the public of the meeting, posting an agenda, and keeping minutes in accordance with Florida law.

4. **FILING.** The Effective Date of this Agreement and any subsequent amendments hereto shall be the date the Agreement is recorded with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

5. **TERM AND TERMINATION.**

5.1 Term. The term of this Agreement shall commence on the Effective Date and remain in full force and effect until the five-year anniversary of the completed

mural. This Agreement shall continue in full force and effect until such time as it is terminated.

5.2 Unilateral Termination. If Jaycee Park is being offered for sale or lease, or the water tank requires maintenance, repair, is being demolished or expanded, or the Project otherwise interferes with FPUA's use, occupancy, or control of the property for utility purposes, then at FPUA's sole discretion, the FPUA has the right to cancel this Agreement so long as no expenses have been incurred by the FPRA by providing 90 days' written notice to the FPRA. Upon unilateral termination by the FPUA, the FPUA shall reimburse the FPRA as follows:

5.2.1 If the mural has not been completed, all expenses incurred for the mural installation and all expenses that will be incurred through the end of the 90 days' notice period.

5.2.2 If the mural has been completed, reimbursement on a prorated share to be calculated based on the number of years the mural has existed. Each year of the five (5) year period required for maintenance shall be calculated as \$10,000 with each month being divisible by the annual cost. For example, unilateral termination prior to one year of display shall require a reimbursement of \$60,000, prior to two years of display shall require a reimbursement of \$50,000, and so on.

5.3 Mutual Termination. If the FPUA This Agreement may be terminated upon mutual agreement of the Parties upon thirty (30) days' written notice to the other party. Upon mutual termination, neither party shall owe any financial reimbursement to either party.

6. AMENDMENTS. The Agreement may only be amended by a written document signed by both parties and recorded with the Clerk of Circuit Court of St. Lucie County, Florida.

7. NOTICES. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to FPRA:
FPRA Director
100 North U.S. 1
Fort Pierce, FL 34950

With a Copy to:
City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

As to FPUA:
FPUA Director
206 South 6th Street
Fort Pierce, FL 34950

With a Copy to:
FPUA General Counsel
206 South 6th Street
Fort Pierce, FL 34950

8. **LIABILITY; SOVEREIGN IMMUNITY.** 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 herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties' liability shall be limited in all instances to the monetary limits set forth by Sec. 768.28, Florida Statutes. Nothing contained in this Agreement or related documents shall be deemed a waiver of either party's sovereign immunity, whether by contract or by law.

9. **GOVERNING LAW; 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 litigation concerning this Agreement shall be in St. Lucie County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the date first above written.

ATTEST:

Secretary

**FORT PIERCE REDEVELOPMENT
AGENCY**

BY: _____
Chair

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chair

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
FPUA General Counsel