

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STUART
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is entered into this ____ day of _____, 2020 by and between the City of Stuart, Florida (herein referred to as “the City”), and Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City Commission of the City of Stuart, Florida has determined analysis of the Federal Highway Commercial Corridor to be in the best interest of the residents and businesses of Stuart and the City has obtained a Florida Department of Economic Opportunity grant for this purpose; and

WHEREAS, the goal of the analysis is to understand existing conditions, constraints, and opportunities for revitalization of the Federal Highway Corridor local and devise strategies based on the analysis and public input; and

WHEREAS, the City and the Council desire to enter into an agreement to conduct this analysis and develop a plan for revitalization of the Federal Highway Commercial Corridor.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is for the City to contract with the Council to assist the City in conducting an analysis and developing a plan for the revitalization of the Federal Highway Commercial Corridor.

- B. The City and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Council shall fully perform the obligations identified in Scope of Work as identified in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and Council agree to be governed by applicable State and Federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The City agrees to:
 - 1. Perform those tasks assigned to it in the Scope of Work as shown in Attachment “A”; and
 - 2. Process all requests for payment in a timely manner

SECTION 3. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Martin County, State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the City:

City Manager – David Dyess
City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994

City Attorney – Michael J. Mortell
City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994

For The Council:

Thomas J. Lanahan – Executive Director
421 SW Camden Avenue, Stuart, Florida 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee of Thirty Eight Thousand Dollars and 00/100 dollars (\$38,000), including travel, out-of-pocket expenses (printing and reproduction costs), mail, couriers and other costs related to the services provided, and excluding advertising and meeting venue expenses.
- B. The satisfactory completion of deliverables by the Council, as accepted by the City, and submission of an invoice to the City shall be considered the Council's request for payment according to the schedule contained in Attachment "A". The City shall pay the Council within thirty (30) days of receipt of an invoice.
- C. Any invoice to the City for payment to the Council in respect to this Agreement shall be in a form that is broken down such as to be able to identify the hourly rate charged and hours worked per task performed.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Martin County, Florida.

SECTION 13. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Martin County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The City and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, creed, political affiliation, age, family status,

pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Council shall utilize the E-Verify system to verify the employment eligibility of employees hired during the term of this Agreement. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov>

SECTION 18. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the City Commission, and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Treasure Coast Regional Planning Council and the City, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

SECTION 19. PUBLIC RECORDS.

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Council shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Council does not transfer the records to the City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the service. If the Council transfers all public records to the City upon completion of the contract, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the contract, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

**MARY KINDEL, CITY CLERK
772-288-5306
MKINDEL@CI.STUART.FL.US
121 SW FLAGLER AVENUE
STUART, FLORIDA 34994**

The failure of Council to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

City of Stuart

By: _____
David Dyess
City Manager

By: _____
Honorable Mike Meier
Mayor, City of Stuart

Approved as to form:

By: _____
Michael J. Mortell
City Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
As its Executive Director

ATTACHMENT A
SCOPE OF WORK
FOR PLANNING ASSISTANCE REGARDING
THE STUART FEDERAL HIGHWAY COMMERCIAL CORRIDOR PLAN

OCTOBER 1, 2020

PROJECT DESCRIPTION

The City of Stuart seeks to secure the services of the Treasure Coast Regional Planning Council (TCRPC) to assist in the development of a Federal Highway Commercial Corridor Plan. It is understood the plan will be funded through a Department of Economic Opportunity (DEO) grant that was awarded to the City in 2020 and has a required completion date of June 2021. The study area, as identified in the City's DEO grant scope, includes those commercial properties that front Federal Highway (US-1) as it passes through the City of Stuart Community Redevelopment Area, south of the Roosevelt Bridge. The plan is intended to include a survey and analysis of existing conditions, assessment of stakeholder perspectives, identification of perceived development constraints, and strategies for commercial revitalization of the Federal Highway Corridor. Accordingly, the Scope of Work includes the following: (1) due diligence and review of background conditions; (2) community surveys, stakeholder group interviews, and a visioning workshop to gather public input and help inform the plan; (3) development of an Economic Baseline Analysis Report and Federal Highway Commercial Corridor Plan report as described in the City's DEO grant application; (4) presentations to the Community Redevelopment Board and City Commission; and (4) coordination meetings and joint research and analysis efforts with City staff. Work will be completed by TCRPC with in-kind support provided by the City of Stuart staff.

The key elements of TCRPC planning services shall include:

- Review background and regulatory conditions and a corridor property inventory as provided by City staff.
- Assist in the development and review of a business and property owner survey to be conducted by City staff.
- Development of an "economic baseline analysis report" that summarizes background conditions, perceived development constraints as determined through the survey, and potential commercial needs.
- Facilitation of two (2) stakeholder group interviews and one (1) visioning workshop to gain public input.
- Development of a "Federal Highway Commercial Corridor Plan Report" that includes economic baseline conditions; identifications of strengths, challenges, opportunities, and threats; and a vision for the corridor that includes strategies and a phased implementation approach to advance public/private development opportunities, address economic and employment needs, and key redevelopment opportunities.

- Presentations to the Community Redevelopment Board and City Commission.

SCOPE OF WORK

Task 1: Project Kickoff

TCRPC will participate in a project kickoff meeting with City staff to initiate due diligence, clarify project goals, gather relevant information, identify background needs, review details regarding a community survey of business and property owners, and refine the project schedule as needed. City staff will assemble a summary of the project kickoff meeting and transmit to DEO as DEO Task One as described in the City's DEO agreement.

Task 2: Economic Baseline Conditions Report

As described in the City's DEO agreement, an evaluation of economic background conditions is needed to understand the economic development challenges of the Federal Highway Corridor. Accordingly, TCRPC will work with City staff to assemble and analyze economic baseline conditions. Towards this end, City staff will provide background data for evaluation and inclusion in this report, including:

- Overview of land development regulatory documents
- GIS maps identifying the subject properties on the corridor and data tables that include:
 - Future land use and zoning designations
 - Parcel size and lot coverage
 - Building use, condition, and footprint
 - Age of structures and improvements
 - Assessed and taxable value of land and improvements
 - Infrastructure availability
 - Employment characteristics

TCRPC will participate in a field assessment to confirm existing conditions and review findings with City staff.

Subsequently, working with City staff, TCRPC will participate in two community engagement activities to help inform the report. These will include:

- Electronic survey of business and property owners, wherein the City will be responsible for survey logistics (e.g., distribution and collection of survey, summary of survey responses) and TCRPC will assist in the development of questions and analysis of responses. The purpose of the survey will be to solicit input and discern the perception of business and property owners regarding development constraints on the Federal Highway Corridor.

- Stakeholder Group Interview One, wherein the City will be responsible for identifying stakeholder participants and interview logistics and TCRPC will be responsible for developing interview questions, facilitation, and analysis of responses. The purpose of the interview will be to solicit input from stakeholders regarding perceived strengths, challenges, constraints, and opportunities regarding development on the Federal Highway Corridor.

Based on the review of background conditions, input obtained through the survey and stakeholder group interview, and additional analysis, TCRPC will produce an Economic Baseline Analysis Report. This report will include the following:

- Summary of background conditions
- Summary of perceived and observed development constraints
- Summary of land development regulations
- Overview of comparable local commercial corridors (e.g., other segments of Federal Highway, Monterey Boulevard, Dixie Highway)
- Observations and findings regarding post-pandemic commercial conditions of the Federal Highway Corridor

TCRPC will provide the report in draft format for City staff review, and following the resolution of City comments, the report will be provided in a final format. TCRPC will design this report to satisfy the requirements of DEO Task Two as described in the City's DEO Scope of Work.

Task 3: Federal Highway Commercial Corridor Plan Report

Following the analysis of economic baseline conditions, TCRPC will lead a community-based process to identify a new vision for the Federal Highway Corridor. TCRPC will analyze City land development regulations; corridor strengths, challenges, opportunities, and threats; and perceived development constraints to identify strategies and public/private opportunities to improve the economic sustainability and resilience of the corridor. Four key public engagement activities will be conducted to help inform the report, including:

- Stakeholder Group Interview Two, wherein the City will be responsible for identifying stakeholder participants and interview logistics and TCRPC will be responsible for developing interview questions, facilitation, and analysis of responses. The purpose of the interview will be to solicit input from stakeholders regarding perceived strengths, challenges, constraints, and opportunities for development on the Federal Highway Corridor.
- Community Visioning Workshop, wherein the City will be responsible for workshop logistics and public notice and TCRPC will be responsible for the workshop presentation, facilitation, and analysis of public input. The purpose of the workshop will be to share the project findings and observations and gain additional public input regarding

potential strategies to improve economic sustainability and resilience of the Federal Highway Corridor.

- Two public presentations, one each to the Community Redevelopment Board and the City Commission, wherein the City will be responsible for presentation logistics and public notice and TCRPC will be responsible for the public presentation, facilitation, and analysis of input. The purpose of the presentations will be to share the project findings and observations and gain input regarding potential strategies to improve economic sustainability and resilience of the Federal Highway Corridor.

Based on the due diligence, public input, analysis of economic baseline conditions, and findings, TCRPC will provide a Federal Highway Commercial Corridor Master Plan Report. This report will include the following:

- Economic Baseline Analysis (as described in Task 2)
- Assessment of strengths, challenges, opportunities, and threats
- Summary of public input
- Identification of key strategies to improve economic sustainability and resilience
- Land development assessment of key redevelopment opportunities and master plan concepts, including diagrams and renderings as appropriate
- Identification of potential public/private opportunities and phased implementation strategy to advance economic sustainability and resilience

The report will be provided in draft format for City staff review, and following the resolution of City comments, the report will be provided in a final format. TCRPC will design this report to satisfy the requirements of DEO Task Three as described in the City's DEO Scope of Work.

Anticipated Project Schedule

The anticipated project schedule, included as Attachment 2, assumes approval of an Interlocal Agreement between the City and TCRPC in October, with project initiation in October 2020 and completion in May 2021. The schedule identifies tasks, lead entity (e.g., TCRPC, City staff), and anticipated timeframe for completion of work.

Project Deliverables

TCRPC will provide the following deliverables through the course of the project:

DELIVERABLE	FORMAT	ANTICIPATED TIMEFRAME
Economic Baseline Analysis Report (Draft and Final)	Two electronic copies, InDesign & PDF formats	4th Qtr 2020 – 1 st Qtr 2021
Stakeholder Group Interview Questions (1 and 2)	Two electronic copies, MS Word & PDF formats	4 th Qtr 2020 – 1 st Qtr 2021
Visioning Workshop, Community Redevelopment Board & City Commission Presentations	Two electronic copies of each, PowerPoint & PDF formats	2 nd Qtr 2021
Federal Highway Commercial Corridor Plan Report	Two electronic copies, InDesign & PDF formats	2 nd Qtr 2021

Fees and Reimbursable Expenses

Professional services paid for by the City of Stuart as described in this scope of services will be performed for a fixed fee in the amount of \$38,000. Estimated costs per task are included as Attachment 3. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of this Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by City Staff	10%	\$3,800
Completion of Stakeholder Group Interview 1	20%	\$7,600
Transmittal of DRAFT Economic Baseline Analysis Report	20%	\$7,600
Completion of Visioning Workshop	20%	\$7,600
Transmittal of DRAFT Federal Highway Commercial Corridor Plan Report	20%	\$7,600
Transmittal of FINAL Federal Highway Commercial Corridor Master Plan Report	10%	\$3,800
<i>Total Cost for Task</i>	100%	\$38,000

ATTACHMENT 1 ANTICIPATED PROJECT SCHEDULE

TASK 1 PROJECT KICKOFF			LEAD ENTITY (DELIVERABLE)		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1-1	Staff Meeting 1 (Kickoff) (DEO Task 1, Final Submittal)	City: Background data & GIS (DEO Task 1) TCRPC: Review of materials		DEO TASK 1								
TASK 2 ECONOMIC BASELINE ANALYSIS REPORT												
2-1	Summary of Background Conditions	City: Summary matrix with existing use details										
2-2	Corridor Property Inventory	City: GIS maps & data tables.										
2-3	Community Survey	City: logistics, design, distribution & collection TCRPC: design assistance; review of results										
2-4	Staff Meeting 2 (Review of Background Conditions)	Joint City/TCRPC										
2-5	Stakeholder Group Interview 1	City: logistics, stakeholder ID, summary notes TCRPC: interview questions, facilitation										
2-6	Summary of Development Constraints	TCRPC: narrative										
2-7	Summary of Commercial Needs & Potential Uses	TCRPC: narrative										
2-8	Economic Baseline Analysis Report - DRAFT	TCRPC: Draft Report										
2-9	Staff Meeting 3 (Review of DRAFT Report)	Joint City/TCRPC										
2-10	Economic Baseline Analysis Report - FINAL DRAFT (DEO Task 2, Draft Submittal)	TCRPC: Final Draft Report (for DEO)					DEO TASK 2					
2-11	Economic Baseline Analysis Report - FINAL (DEO Task 2, Final Submittal)	TCRPC: Final Report (for DEO)						DEO TASK 2				
TASK 3 WORKSHOP & CORRIDOR PLAN REPORT												
3-1	Stakeholder Group Interview 2	City: logistics, stakeholder ID, summary notes TCRPC: interview questions, facilitation										
3-2	Visioning Workshop	City: workshop logistics, public notice, summary TCRPC: presentation, facilitation, review input										
3-3	Federal Hwy Corridor Master Plan - DRAFT	TCRPC: Draft Master Plan & Narrative										
3-4	Staff Meeting 4 (Review of DRAFT Plan)	Joint City/TCRPC										
3-5	Federal Hwy Corridor Master Plan - FINAL DRAFT	TCRPC: Final Draft Master Plan & Narrative										
3-6	Presentation: Community Redevelopment Board	TCRPC: PPT & Presentation										
3-7	Presentation: City Commission	TCRPC: PPT & Presentation										
3-8	Master Plan Report - DRAFT (DEO Task 3, Draft Submittal)	TCRPC: Master Plan Report - DRAFT (for DEO)									DEO TASK 3	
3-9	Master Plan Report - FINAL (DEO Task 3, Final Submittal)	TCRPC: Master Plan Report - FINAL (for DEO)										DEO TASK 3

**ATTACHMENT 2
PROJECT FEE SCHEDULE**

STUART FEDERAL HIGHWAY COMMERCIAL CORRIDOR PLAN PROJECT FEE SCHEDULE REV. 9/28/2020		
TASK #	DETAIL	FEE
1	Project Kickoff DEO Deliverable: Grant Task One	\$3,000
2	Background Due Diligence Community Survey Stakeholder Group Interview 1 Summary of Development Constraints Economic Baseline Analysis Report DEO Deliverable: Grant Task Two	\$15,000
3	Stakeholder Group Interview 2 Visioning Workshop Presentation to Community Redevelopment Board Presentation to City Commission Federal Highway Commercial Corridor Plan Report DEO Deliverable: Grant Task 3	\$20,000
TOTAL		\$38,000
<p><i>NOTE: Fee schedule assumes City staff participation in tasks as identified in this scope of work, including GIS maps, provision of background data, and logistics and public notice for public engagement activities.</i></p>		