

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STUART
COMMUNITY REDEVELOPMENT AGENCY (CRA)
AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is entered into this ____ day of _____, 2020 by and between the City of Stuart Community Redevelopment Agency, Stuart, Florida (herein referred to as “the CRA”), 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 of Stuart CRA, Stuart, Florida has determined that an analysis of existing and needed above-ground infrastructure and a masterplan for potential redevelopment for the Gateway Triangle District in the CRA would benefit the residents and businesses of Stuart, Florida; and

WHEREAS, the goal of the effort is to provide the CRA with the planning, data and analyses necessary to make the most prudent decisions going forward related to future redevelopment and public investment in the Gateway Triangle District; and

WHEREAS, Council can assist the CRA in establishing a vision and redevelopment approach for the Gateway Triangle District and immediate surrounding areas, including coordination with the City of Stuart and their efforts to develop a US-1 Corridor plan for the areas adjacent to the Gateway Triangle District; and

WHEREAS, the CRA and the Council desire to enter into an agreement to conduct a public input process and develop the Gateway Triangle Masterplan.

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 CRA to contract with the Council to assist the CRA in developing existing street and above-ground infrastructure analyses and recommendations for redevelopment within the Gateway Triangle District and coordinate with the City of Stuart US-1 Corridor Plan.
- B. The CRA 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 the Scope of Work as identified in Attachment “A” of this Agreement.
- C. The CRA and Council agree to be governed by applicable local, 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 CRA agrees to:
 - 1. Assist in the collection of base documentation and background data, participate in a public design and input process, and assist in the development of recommendations; 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 CRA, 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 CRA 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 party and the other party's respective officers, employees, servants or agents from and against each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses, whether at trial or appellate levels or otherwise 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 CRA:

CRA Administrator – Pinal Gandhi-Savdas
City of Stuart City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994

City Attorney – Michael J. Mortell
City of Stuart 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 CRA agrees to pay the Council a fixed fee of Thirty Thousand Dollars and 00/100 dollars (\$30,000), 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 CRA, and submission of an invoice to the CRA shall be considered the Council’s request for payment according to the schedule contained in Attachment “A”. The CRA shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 11. VENUE

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

SECTION 12. ATTORNEY’S FEES

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

SECTION 13. DELEGATION OF DUTY

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

SECTION 14. 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 15. NON-DISCRIMINATION

The CRA 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 16. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the last of the Stuart CRA Board 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 CRA, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

SECTION 17. PUBLIC RECORDS.

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, in accord with Section 119.0701 Council shall:

- A. Keep and maintain all public records required by the CRA to perform the services under this Agreement.
- B. Upon request from the CRA's custodian of public records, provide the CRA 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 CRA.
- D. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of the Council or keep and maintain public records required by the CRA to perform the service. If the Council transfers all public records to the CRA 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 CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

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 K. 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, Chair
CRA Board

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
Executive Director