

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STUART
COMMUNITY REDEVELOPMENT AGENCY
AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR A STREET TREE PLANTING PROGRAM ON FEDERAL HIGHWAY/US-1**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2021 by and between the City of Stuart Community Redevelopment Agency, Stuart, Florida (herein referred to as “the CRA”), and the 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 localities and 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 Council is permitted to provide services to the CRA as the Council is established by the State of Florida and considered a public agency in accordance with State law; and

WHEREAS, the City of Stuart has a long history of commitment to the value of trees to the community as a recognized Tree City USA by the Arbor Day Foundation for 20 years; and

WHEREAS, Shade Trees are a vital component of urban resiliency and a recognized priority of the City’s Sustainability Action Plan; and

WHEREAS, Council can assist the CRA in planning a Federal Highway which is lined by urban street trees which enhance the usability of sidewalks as well as the beauty of the corridor; and

WHEREAS, the CRA and Council seek to solicit stakeholder input, analyze potential planting location strategies, and provide recommendations for a limited palette of consistent, impactful tree species; and

WHEREAS, the CRA and the Council desire to enter into an agreement to develop an urban street tree master plan and planting program.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the CRA in developing a Street Tree Planting Program which includes a Street Tree Opportunity Plan along with typical details and species recommendations for Federal Highway between Joan Jefferson Way and Colorado Avenue.
- 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. EFFECTIVE DATE

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

SECTION 3. 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 5 of this Agreement.
- B. The Council shall fully perform the obligations identified in the Scope of Work in Attachment “A” of this Agreement to the satisfaction of the CRA.
- 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 either party. Changes must be mutually agreed upon and are only valid 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.
 - 2. Provide all necessary public notices as required by Florida Statutes.
 - 3. Provide venues for all public workshops and meetings.
 - 4. Process all requests for payment in a timely manner.

SECTION 4. 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 5. 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 6. REMEDIES

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 7. 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, including limits in attorney's fees.

SECTION 8. 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 9. 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 in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this 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:

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

Michael J. Mortell, City Attorney
City of Stuart City Hall
121 SW Flagler Avenue
Stuart, FL 34994

For The Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the scope of work as identified in "Attachment A". 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 zero cents (\$30,000.00), 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, in accordance with general industry standards and best practices, 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 12. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of 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 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 CRA 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 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 17. PUBLIC RECORDS.

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the 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 Agreement term and following completion of the Agreement if the Council does not transfer the records to the CRA.
- D. Upon completion of the Agreement, 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 services. If the Council transfers all public records to the CRA upon completion of the Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CITY CLERK MARY KINDEL, RECORDS CUSTODIAN FOR THE CITY, AT: (772) 288-5306, MKINDEL@CLSTUART.FL.US, OR 121 SW FLAGLER AVENUE, STUART, FLORIDA 34994.

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

City of Stuart

ATTEST:

By: _____
Pinal Gandhi-Savdas
CRA Administrator

By: _____
Mary Kindel
City Clerk

By: _____
Honorable Eula R. Clarke
Chairperson CRA Board

Approved as to form:

By: _____
Michael J. Mortell
City Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel