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INTERLOCAL AGREEMENT
TRAFFIC CONTROL SIGN INSTALLATION AND MAINTENANCE
on SW PALM CITY ROAD

This **INTERLOCAL AGREEMENT** ("Agreement"), dated this 21st day of July, 2009, is made by and between the City of Stuart, a municipal corporation of the State of Florida, 121 SW Flagler Avenue, Stuart, Florida, 34994 (CITY) and Martin County, Florida, a political subdivision of the State of Florida, 2401 SE Monterey Road, Stuart, Florida 34996 (COUNTY).

WHEREAS, Chapter 163 Fla. Stat. (2008), known as the Florida Interlocal Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS the CITY and COUNTY desire to cooperate in installation and maintenance of certain traffic control devices within the City of Stuart, and

WHEREAS the CITY and COUNTY agree that assigning responsibility to the installation and maintenance of certain roadway attributes is essential in ensuring the attributes are providing safe and efficient travelways in an acceptable manner until the parties amend this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits flowing from each to the other, the parties do hereby agree as follows:

1. SW Palm City Road is owned and maintained by the COUNTY.
2. The CITY has, by permission of the COUNTY, installed traffic calming features and traffic control signs along SW Palm City Road.
3. The CITY has installed and maintains the street name blades along all the SW Palm City Road's intersecting sidestreets.
4. The CITY has a desire to install additional traffic control signs along SW Palm City Road.
5. The CITY and the COUNTY wish to assign maintenance of all traffic calming features, and their affiliated pavement markings, and all traffic control signs to the CITY and to keep the assignment of maintaining the pavement section, pavement markings not affiliated with the traffic calming features, sidewalks, and buffers with the COUNTY.
6. The installation and maintenance of the traffic calming features, traffic control signs, and pavement markings shall conform to practices established by the Manual of Traffic Control Devices, the Institute of Transportation Engineers, the Florida Department of Transportation, and all applicable laws and regulations.
7. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representative and the CITY's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue has sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to

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both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

8. In the event either party materially breaches this Agreement and does not comply with its provisions, there shall arise in the other party the right of unilateral rescission of this Agreement. Following thirty (30) days notice to the breaching party and a failure of the breaching party to remedy such breach within said thirty (30) days following notice, or within such additional time as the parties may agree, the other party may take action at its scheduled public meeting to rescind this Agreement. The breaching party shall be liable to the other party for all costs or damages incurred by the other party as a result of the breach of this Agreement by the breaching party.

9. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Circuit for claims under state law and in the Southern District of Florida for any claims that are justifiable in federal court.

10. This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety-days (90) prior to the proposed effective date of the amendment.

11. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County. The Agreement shall remain in effect in perpetuity unless either party gives written notice to the other not less than six (6) months prior to the annual renewal date.

12. Liability

As between the City and the County, to the extent allowed by law, the County assumes responsibility for claims for personal injury damages arising out of the County's responsibility under this Agreement and the City assumes responsibility for claims for personal injury damages arising out of the City's responsibility under this Agreement. This provision shall in no way be deemed a waiver of the sovereign immunity afforded to County and City by the Florida Constitution, a waiver or expansion of Section 768.28, Fla. Stat. (2008), or a consent to be sued by third parties.

13. Insurance

The County and the City agree to maintain tort liability insurance or self-insurance coverage of their respective activities on the facilities for no less than the maximum amount for which the Legislature waives sovereign immunity for the State and its agencies, which amount is currently $100,000 per claim, and $200,000 per incident pursuant to Section 768.28 Fla. Stat. (2008).

15. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversation, agreements, and understanding

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applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

16. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remained of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

17. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or make in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

CITY:
City Manager
City of Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

Required Copy to:
City Attorney's Office
City of Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

COUNTY:
County Administrator
Martin County Administrative Ctr.
2401 SE Monterey Road
Stuart, Florida 34996

Required Copy to:
County Attorney's Office
Martin County Administrative Ctr.
2401 SE Monterey Road
Stuart, Florida 34996

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IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day, month and year aforesaid.

CITY OF STUART

James Christie, Mayor

ATTEST

Cheryl White, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Paul Nicoletti, City Attorney

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

Susan L Valliere, Chairman

ATTEST

Marsha Ewing, Clerk of Court

APPROVED AS TO FORM AND CORRECTNESS

Stephen Fry, County Attorney

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