INTERLOCAL AGREEMENT
BETWEEN
MARTIN COUNTY, FLORIDA
AND
THE CITY OF STUART, FLORIDA

THIS AGREEMENT, entered this _____ day of _____, 2019, by and between MARTIN COUNTY, a political subdivision of the State of Florida, with a principal address of 2401 SE Monterey Road, Stuart, FL 34996 (COUNTY) and the CITY OF STUART, a municipal corporation organized under the laws of the State of Florida, with a principal address of 121 SW Flagler Ave, Stuart, FL 34994 (CITY).

WHEREAS, the CITY maintains, owns and operates permitted municipal Sanitary Sewer and Potable Water systems; and

WHEREAS, the COUNTY receives and administers the State Housing Initiatives Partnership (SHIP) funds for housing programs; and

WHEREAS, single-family, income eligible homes within the CITY are eligible to apply for SHIP funds, and

WHEREAS, the COUNTY and CITY desire to improve housing for the low-to-moderate income (LMI) citizens of the COUNTY and CITY, and

WHEREAS, Sections 125.0101, 180.02, and 163.01 et. seq., Florida Statutes, respectively, authorize the COUNTY and CITY to enter into such an interlocal government agreement for provision of the services contemplated by this Agreement; and

WHEREAS, no service area changes or related responsibilities have been altered by this Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **WATER AND SEWER CONNECTION.** The CITY shall provide connection to its water and sewer services utilizing CITY resources and not through a contractor for eligible households participating in the COUNTY SHIP program and residing within the CITY's service area.
2. **SHIP FUNDS**. The COUNTY, through SHIP funds, shall pay the CITY's utility department

directly for water and sewer connection charges for eligible households participating in the COUNTY SHIP program and residing in the CITY's service area.

3. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall be construed solely to benefit the parties hereto and no third person, corporation, or other legal entity shall ever have the right to bring action to enforce the terms hereof.
4. **AMENDMENT**. This Agreement may be amended only by written agreement of both parties. No employee or agent has the authority to waive or amend this Agreement.
5. **TERM.** The Term of this Agreement shall be for one year from the date specified at the beginning of this Agreement, and may be renewed for additional one year terms until terminated by the COUNTY upon no less than thirty (30) days written notice to the CITY sent via United States Mail, postage prepaid, to the address above.
6. **LIABILITY**. As between CITY and COUNTY, subject to the limitations of Section 768.28, Fla. Stat., each assumes the responsibility for the negligence of its employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded to the parties by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.
7. **DISCLAIMER**. Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.
8. **WAIVER**. No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.
9. **SEVERABILITY**. If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or

circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **ATTORNEY'S FEES**. If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.
11. **GENERAL**. The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.
12. **GOVERNING LAW AND VENUE.** Federal Law, as well as the laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Martin County, Florida.
13. This Interlocal Agreement shall be filed with the Martin County, Clerk of the Circuit Court and Comptroller, as required by Section 163.01(11), Fla. Stat.

In **WITNESS WHEREOF** the parties have hereunto set their hands and seals this date above written.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

KRISTA STOREY, ACTING COUNTY ATTORNEY

ATTEST: CITY OF STUART

MARY KINDEL, CITY CLERK BECKY BRUNER, MAYOR

APPROVED AS TO FORM:

MICHAEL J. MORTELL, CITY ATTORNEY