



INTER-OFFICE MEMO

TO: Gregory J. Oravec, City Manager
FROM: Brad Keen, Assistant Director, Parks & Recreation ~~BEK~~
THROUGH: Sherman Conrad, Director *SC*
RE: Interlocal Agreement with St. Lucie County
DATE: April 30, 2012

RECEIVED

MAY 01 2012

City Manager's Office

Background:

Attached, please find the final draft of an interlocal agreement between the City of Port St. Lucie and St. Lucie County, which will provide informational kiosks at two City owned and maintained public boat launch facilities. The purpose of the kiosks is to provide information in the form of brochures to the boating public using public ramp facilities at Veterans Memorial Park and Oak Hammock Park.

St. Lucie County recently secured a Florida Boating Improvement Grant which will fund the purchase of the kiosks and which will be provided at no cost to the City. The City's obligation under the interlocal agreement will be to install said kiosks, provide ongoing maintenance of the kiosks, and provision the kiosks with informational brochures provided by St. Lucie County.

The Parks Division is adequately staffed and funded to fulfill its obligations under the agreement. The City's Legal Department has reviewed this agreement as to form and correctness.

Upon your review and approval, please place this item on the next available City Council agenda.

Recommendation:

Staff recommends approval of the Interlocal Agreement between the City of Port St. Lucie and St. Lucie County for the purchase, delivery and installation of informational kiosks at City boat ramp facilities.

2195 SE Airoso Blvd.
Port St. Lucie, FL 34984
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**INTERLOCAL AGREEMENT BETWEEN ST. LUCIE COUNTY
AND THE CITY OF PORT ST. LUCIE FOR
INSTALLATION AND MAINTENANCE OF
KIOSKS AT BOAT RAMPS**

THIS AGREEMENT made and entered into this ____ day of _____, 2012, between **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as the "City" and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WHEREAS, the County has recently secured a Florida Boating Improvement Grant (the "Grant") from the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, a portion of the Grant includes the purchase of information kiosks for area boat ramps; and

WHEREAS, the City operates boat ramps where the County would like to utilize the Grant to fund the purchase of information kiosks; and

WHEREAS, the City has agreed to install and maintain the kiosks.

IN CONSIDERATION OF THE MUTUAL BENEFITS RECEIVED BY EACH PARTY, the parties hereto mutually agree as follows:

1. **COUNTY RESPONSIBILITIES:** The County will allocate funds from the Grant to purchase the information kiosks and will provide the information brochures for the kiosk for the duration of the Grant.

The County will provide kiosks at the following City-operated boat ramps:

Veterans Park at Rivergate
2200 SE Midport Road, Port St. Lucie

Oak Hammock
1982 SW Villanova Road, Port St. Lucie

2. **CITY RESPONSIBILITIES:** The City agrees to install and provide ongoing maintenance to the kiosks. The City agrees to provision the kiosks with the brochures provided by the County and after the term of the Grant the County will provide the City with the digital file for the

brochures and the city may, at its election and expense, print therefrom additional brochures for placement in the kiosks.

3. **COMPLETE UNDERSTANDING:** The Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understandings between the parties on the same subject.

4. **NOTICES:** Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to City:

Port St. Lucie City Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a copy to:

Port St. Lucie City Attorney
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

or to such other address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

5. **AMENDMENTS:** No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by both parties, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

6. **FURTHER DOCUMENTS:** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

7. **SECTIONS-CAPTIONS:** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.

8. **SEVERABILITY:** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not effect the validity of the remainder of this Agreement.

9. **GOVERNING LAW:** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

10. **FILING; EFFECTIVE DATE:** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this ____ day of _____ 2012.

ATTEST:

BY: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: _____
Chairman

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

ATTESTS:

BY: _____
Clerk

CITY OF PORT ST. LUCIE

BY: _____
Mayor

**APPROVED AS TO FORM AND
CORRECTNESS**

BY: _____
City Attorney