

C23-04-306

**INTERLOCAL AGREEMENT
(DEVELOPMENT OF THE "AVENUE D MODEL BLOCK")**

THIS INTERLOCAL AGREEMENT is made and entered into this 18th day of April 2023, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City"), the **CITY OF FORT PIERCE REDEVELOPMENT AGENCY** (the "FPRA"), a public body corporate and politic, and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the parties will potentially realize mutual advantage and substantial economic benefit from the development of the "Avenue D Model Block" (the "Project") to provide affordable workforce housing, jobs, expanded commerce, enhanced public service provision with the redevelopment of the community services facility, and an enhanced tax base; and

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers; and

WHEREAS, the City has the authority to impose and enforce comprehensive plan goals, objectives and policies as well as land development regulations covering the property within the Project; and

WHEREAS, the FPRA has adopted the 2020 FPRA Community Redevelopment Plan covering the property within the Project between Avenue D, N 8th Street and N 7th Street for mixed-use redevelopment with apartment housing and commercial uses a portion of which is shown in the attached Exhibit A; and

**MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5188086 05/04/2023 09:19:19 AM
OR BOOK 4985 PAGE 1025 - 1033 Doc Type: AGR
RECORDING: \$78.00**

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of the Project and allocate responsibilities among themselves and designate one or more parties to the agreement to administer or execute the agreement.

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. AUTHORITY

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. GENERAL DESCRIPTION OF THE PROJECT

The “Avenue D Model Block Project” is comprised of multiple parcels of land owned separately by each of the parties and generally located at the corner of Avenue D and N. 7th St. in Fort Pierce. The specific parcels of land available will be identified in a Request for Letters of Interest (LOI) to be issued in accordance with Section 3 (“Project Property”). The parties desire to collaborate and solicit LOI’s for the development of the Project Property collectively with the goals of attracting businesses, mitigating the affordable housing issue in Fort Pierce and the County, and constructing a new County facility to more effectively provide services to the community.

3. PROJECT PHASES; COOPERATION

The parties agree to collaborate in the development of the Project as provided for herein. The Project is anticipated to be a multi-year project commitment that will be accomplished in two phases, which may be further defined by agreement of the parties.

PHASE 1:

- The County shall take the lead on the procurement process, drafting and issuing a Request for LOI's to prospective vendors to gauge private sector interest in the redevelopment of the Project Property, provide opportunities for interested parties to identify other entities that may be interested in participating as co-developers, and to potentially inform the preparation and issuance of a Request for Proposal (RFP) or other solicitation in Phase 2, if warranted.
- Once the Request for LOI's is issued, each party agrees to provide two representatives to serve on a review committee. The review committee shall review all submissions to the Request for LOI and recommend how to proceed to complete development of the Project ("Phase 2").

PHASE 2:

- The parties agree to fully cooperate on Phase 2 of the Project, which may include drafting and issuing a Request for Proposals or other invitation for a specific use or possible group of uses and drafting an agreement with the proposer approved by the parties' respective boards and managing the development of the Project.
- The parties agree to bring an agenda item before their respective boards for consideration and approval of any recommended proposer and authorization to negotiate an agreement.
- The parties may amend this Interlocal Agreement, or, if all parties agree, the parties may choose to enter into separate agreement(s) to further specify,

allocate, or reallocate responsibilities among themselves for completion of Phase 2.

4. TERMINATION

Any party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other parties, provided however, that once the parties issue a Request for Proposal or other invitation as part of Phase II, the parties agree not to terminate the Interlocal Agreement with the understanding that all parties must agree on the approval of the selection of a proposer and authorization to negotiate an agreement with the selected proposer. If, after the issuance of one (1) Request for Proposal or other invitation as part of Phase II, the parties do not unanimously approve a proposer and a negotiated agreement, then any party may terminate this agreement without cause by giving ninety (90) days written notice to the other parties.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand

delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to FPRA:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

8. FILING

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes. The Effective Date of this Agreement shall be the date the Agreement is recorded.

9. LIABILITY

The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

10. GOVERNING LAW AND VENUE

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. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

Linda W. Cox
Clerk

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
Mayor

DATE: 4/17/2023

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
City Attorney

ATTEST:

Linda W. Cox

CITY OF FORT PIERCE
REDEVELOPMENT AGENCY

BY: Linda Hudson
Mayor Chairwoman

DATE: 4/11/2023

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
City Attorney

ST. LUCIE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

Vera Smith
Deputy Clerk



BY: Cathy Johnson
Chair

Date: 4/18/23

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
County Attorney

EXHIBIT A

A VENUE D *Model Block*

OVERVIEW

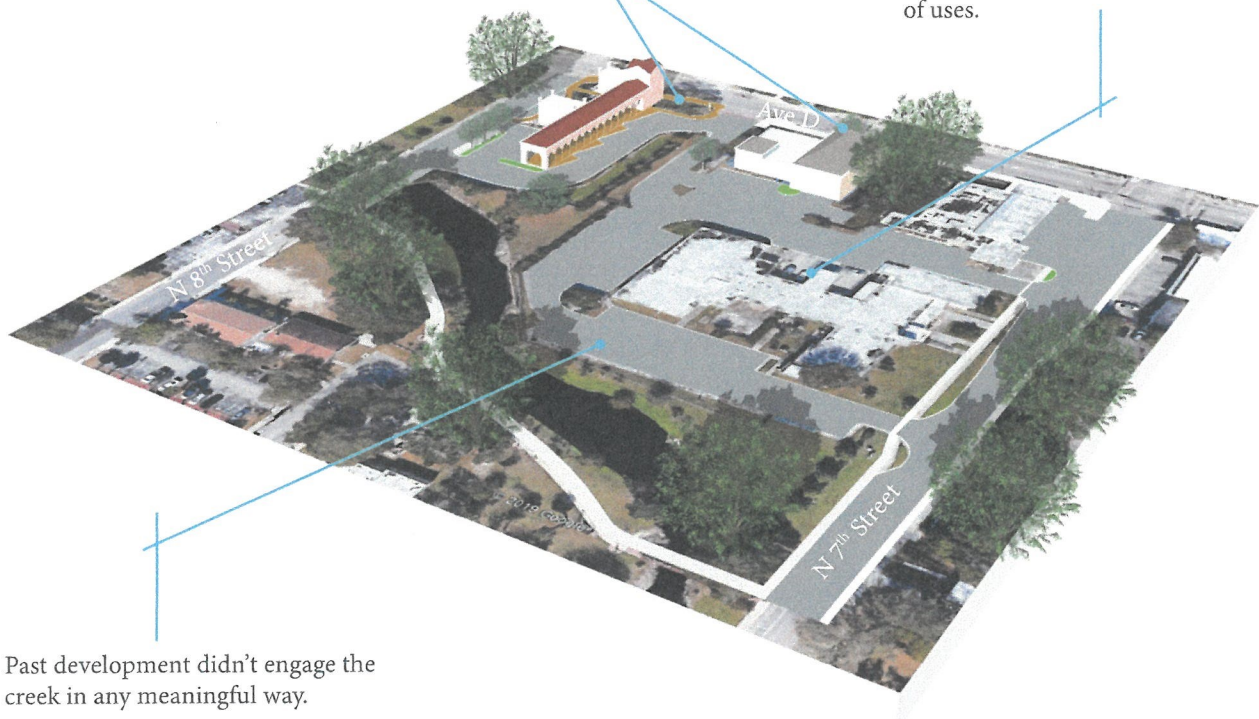
Local retail markets depend on local consumers and residents to activate them. The Avenue D ‘model block’ seeks to help mitigate the affordable housing issue in Fort Pierce, and Florida. No longer are large vacant lots simply used as residual, symptomatic spaces for parking lots and service areas. The proposed model block includes low apartment buildings and provides ample opportunities for renters and owners to set down roots in Fort Pierce. The model block also provides existing residents options in their living experience.

Capitalizing on the existing green corridor, the residences are oriented to highlight views towards Moore’s Creek and the downtown area. Large parking lots have been diminished and landscaping helps to break the ‘heat island’ up into smaller, more manageable spaces.

Additional retail and commercial structures are proposed immediately adjacent Avenue D. Here, a Multi-Modal central station is finally afforded a population for its use, and commercial opportunities to further the reach of a major retail thoroughfare.

Varied setbacks, need to engage street better.

Expansive vacant lot would allow for numerous different land uses, or a mix of uses.



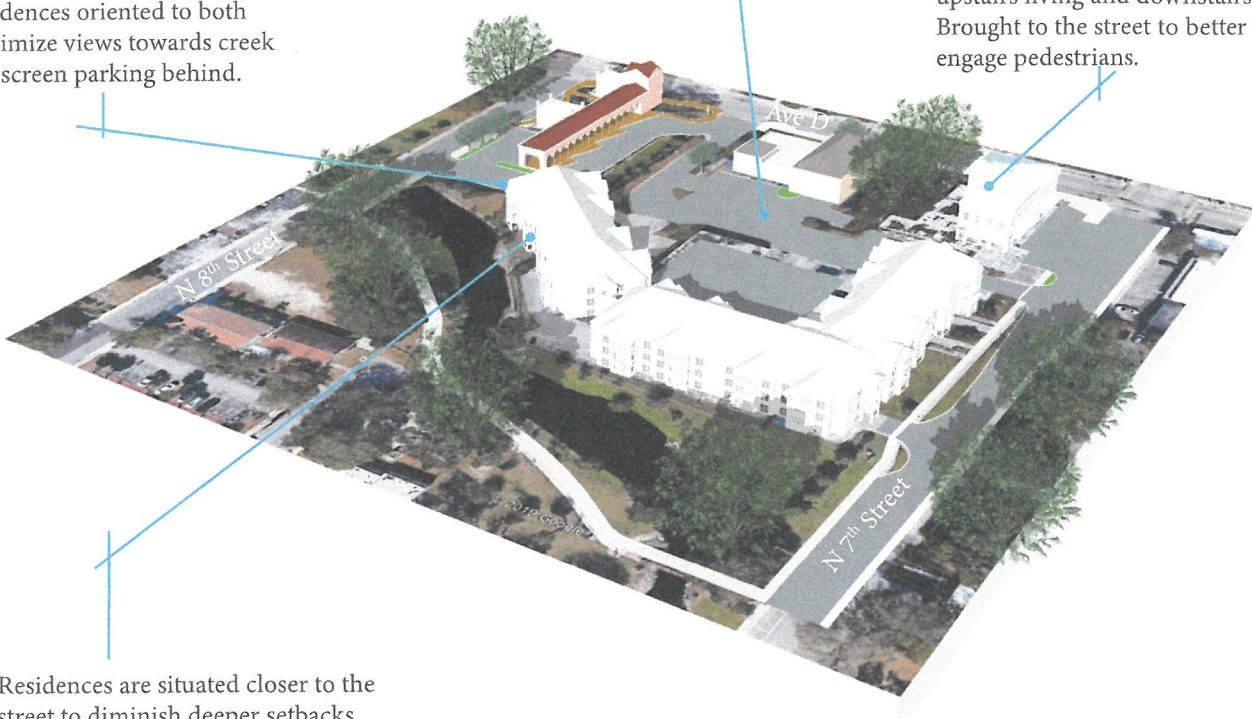
EXISTING

Past development didn't engage the creek in any meaningful way.

New parking maintains access to fire station while better defining parking use areas.

Residences oriented to both maximize views towards creek and screen parking behind.

Mixed use development allowing for upstairs living and downstairs retail. Brought to the street to better engage pedestrians.



PROPOSED

Residences are situated closer to the street to diminish deeper setbacks and better engage the street.