

**INTERLOCAL AGREEMENT
BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR ASSISTANCE WITH A REVIEW OF PAST PLANNING STUDIES**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2024 by and between the Martin County, a political subdivision of the State of Florida (herein referred to as “County”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The County and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties.”

W I T N E S S E T H:

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 and 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 TCRPC is permitted to provide services to the County as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the Martin County, Florida, Board of County Commissioners has determined that conducting a review of past planning studies should be done before engaging in a new western lands planning study; and

WHEREAS, the Martin County Board of County Commissioners and the TCRPC desire to enter into this Agreement to accomplish the activities identified above.

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 TCRPC will assist the County with a review of past planning studies in Martin County.
- B. The County and the TCRPC 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 Martin County Board of County Commissioners and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the County and the Treasure Coast Regional Planning 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 Anticipated Project Schedule contained in Attachment “A” unless terminated earlier in accordance with Section 5.
- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the County. The TCRPC shall complete the tasks in accordance with the “Anticipated Project Schedule” contained in Attachment “A” unless changes are mutually agreed upon and reduced to writing.
- C. The County and the TCRPC agree to be governed by applicable 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 County agrees to:
 - 1. Provide all available records of past planning studies;
 - 2. Provide all necessary contact information, distribution lists, and assistance in posting information on the County's website;
 - 3. Provide all necessary public notice as required by Florida Statutes;
 - 4. Provide venues for all public workshops and meetings; and
 - 5. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. The TCRPC shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the County, 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 County shall be obligated to pay the TCRPC 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. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Agreement, neither party is responsible for any damages or indemnity to the other party or any third party or any other person or entity for which the first party has sovereign immunity or is otherwise protected or limited under Florida law, including but not limited to Section 768.28. Nothing in this Agreement shall be read in any manner to waive, alter change or modify either party's sovereign immunity and rights under Florida law, including limits on 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 Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the 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 the 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 County:

Don Donaldson, County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

For the TCRPC:

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 Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the County agrees to pay the TCRPC a fixed fee of One Hundred Thousand Dollars and Zero Cents (\$100,000.00); which includes travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided, and excludes advertising, promotional, and meeting venue expenses.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the County, shall be considered the TCRPC’s request for payment according to the project milestone schedule contained in Attachment “A”. The County shall pay the TCRPC within thirty (30) days of receipt of an invoice.
- C. Additional Services may be provided by the TCRPC to the County following a written amendment to this Agreement for such services based on a flat fee of Two Hundred Dollars and Zero Cents (\$200.00) per hour.

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.

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 County or the TCRPC.

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 County and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity 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 TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the County to perform this service.
- B. Upon request from the County's custodian of public records, provide the County 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 TCRPC does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the TCRPC or keep and maintain public records required by the County to perform the services. If the TCRPC transfers all public records to the County upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS LIASION FOR THE COUNTY AT: (772) 419-6959; PUBLIC_RECORDS@MARTIN.FL.US; 2401 SE MONTEREY ROAD, STUART, FL 34996.

SECTION 18. E-VERIFY.

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

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

**Board of County Commissioners
Martin County, Florida**

ATTEST:

By: _____
Carolyn Timmann
Clerk of the Circuit Court and
Comptroller

By: _____
Harold E. Jenkins II
Chairman

Approved as to form and legal sufficiency:

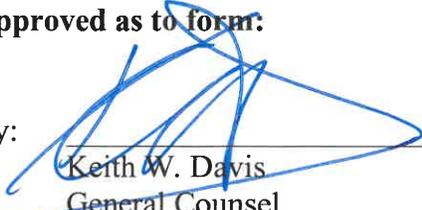
By: _____
Sarah W. Woods
County Attorney

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

ATTACHMENT A

SCOPE OF SERVICES

REVIEW AND ANALYSIS OF PAST WESTERN LANDS PLANNING STUDIES MARTIN COUNTY, FLORIDA

JUNE 2024

PROJECT DESCRIPTION

As part of a Sustainable Communities planning effort supported by the state land planning agency, Martin County engaged in extensive public discussion and community outreach at the end of the 1990s. With the help of the Glatting Jackson planning firm, the “2020 Vision for a Sustainable Martin County” was created. It had no regulatory authority, but it has been referenced in numerous grant applications and cited as data and analysis supporting Comprehensive Growth Management Plan amendments. Other studies, listed below, followed and built on the work done in the 2020 Vision plan. The last major study commissioned by Martin County was the Development Patterns Study done in 2007.

The studies listed below are not focused exclusively on western lands outside the urban areas of Martin County. However, each of the studies listed below provide history for context analysis of issues that remain relevant.

Before undertaking a new study comparable to one or more of the studies listed below, Martin County seeks an independent review of past planning efforts. Planning efforts commissioned by Martin County, as well as regional efforts such as the Comprehensive Everglades Restoration Plan (CERP) may be considered. One or more other studies, not listed below, may also be considered for inclusion.

Past Planning Studies include but shall not be limited to:

- The 2020 Vision for a Sustainable Martin County prepared by Glatting Jackson in 1999
- Comprehensive Everglades Restoration Plan authorized by Congress in 2000
- Martin-St. Lucie Regional Land Use Study prepared by Renaissance Planning Group and the TCRPC in 2002
- Rural and Agricultural Lands Inventory prepared by EDAW in 2003
- Rural Lands Symposium in 2003
- Development Patterns Study prepared by Glatting Jackson in 2007
- Land Protection Incentives Amendment (Valliere Amendment) of 2008
- Rural Lifestyle Land Use Presentation by TCRPC in 2022

SCOPE OF SERVICES:

Task 1: Gather Background Information

- Collect and review each of the above studies as well as other relevant studies identified during the course of the review.
- Collect and Map in GIS format information concerning parcels that have been preserved through various means such as County preservation land, parks, the South Florida Water Management District, private conservation easements, etc. The lands will be mapped to identify the landowner and the nature of the preservation (ownership, easement, etc.).
- Map in GIS format existing agricultural lands and the areas identified as part of the Florida Wildlife Corridor as well as areas being considered as part of the land preservation sales tax initiative.
- Identify strategies/options recommended in past studies and whether they have been implemented or not.

Task 1 Deliverables

Summarize the results of studies listed above. Provide a narrative analysis and maps depicting preserved lands as well as the status of previous strategy recommendations.

Task 2: Other Available Strategies

- Identify strategies that are still used in the United States to protect and conserve either agricultural lands and/or environmentally sensitive lands.

Task 2 Deliverables

Provide a narrative analysis and maps/graphic examples, where possible.

Task 3: Potential Strategies to Consider

- Identify strategies/options provided in past studies have not been implemented in unincorporated areas of western Martin County and that may be implemented in unincorporated areas of western Martin County.
- Identify other strategies identified above that might be applicable in Martin County.

Task 3 Deliverables

Summarize the results above. Provide a narrative analysis and maps/graphic examples, where possible.

Task 4: Present the Results of the Review

- Formulate a comprehensive summary presentation which will also serve as the report on the project.
- Present to the Local Planning Agency and the Board of County Commissioners.
- Provide up to two additional public presentations as desired by the County.

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$100,000.00 (One Hundred Thousand Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, meeting refreshments, or promotional materials. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour upon written authorization from Martin County.

PROJECT MILESTONE	%	PYMT AMT
Execution of Agreement	10%	\$10,000
Completion of Task 1 (Compendium of Prior Studies)	40%	\$40,000
Completion of Task 3 (Potential Strategies to Consider)	30%	\$30,000
Completion of Task 4 (Summary and Public Presentations)	20%	\$20,000
TOTAL	100%	\$100,000

ANTICIPATED SCHEDULE:

The Scope of Work is expected to take 8 months, with completion anticipated in March of 2025, contingent upon execution of the Interlocal Agreement in July of 2024. A schedule for the public presentations will be created in collaboration with Martin County staff.