

**INTERLOCAL AGREEMENT
BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR ASSISTANCE WITH THE
SE DIXIE HIGHWAY COMPLETE STREETS PROJECT**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2025 by and between Martin County, a political subdivision of the State of Florida (herein referred to as “the 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.”

WITNESSETH:

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 developing a Complete Streets design concept for SE Dixie Highway between SE Cove Road

and SE Jefferson Street to be in the best interests of the residents and businesses of Martin County;
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 developing a Complete Streets design concept for SE Dixie Highway from SE Cove Road to SE Jefferson Street.
- 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 necessary regulatory, project development history and activity, GIS base map data, and other relevant data needed for the project; and
 - 2. 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. 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 Thirty Four Thousand Dollars and Zero Cents

(\$34,000.00); 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: _____
Sarah Heard
Chair

Approved as to form and legal sufficiency:

By: _____
Sarah W. Woods
County Attorney

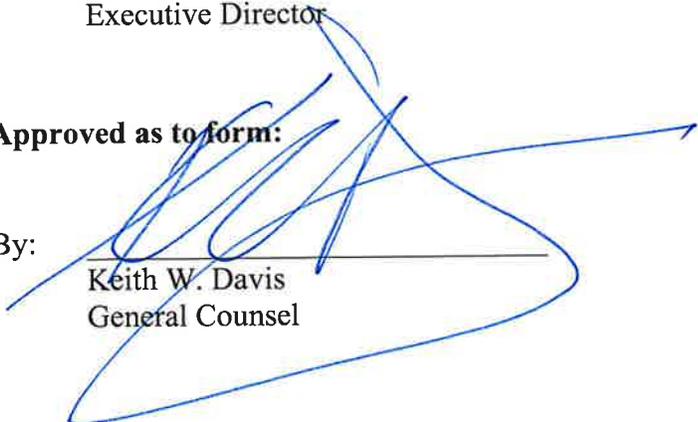
Treasure Coast Regional Planning Council

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

MARTIN COUNTY PUBLIC WORKS DEPARTMENT DIXIE HIGHWAY COMPLETE STREET CONCEPTS

MARCH 25, 2025

PROJECT DESCRIPTION:

The Martin County Public Works Department (County) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to develop Complete Street design concepts for the 2.2 mile stretch of Dixie Highway from Jefferson Street at the north (Golden Gate) to Cove Road at the south (Port Salerno). The existing roadway has many different conditions with some areas of recent improvement. The purpose of the effort is to identify opportunities and constraints to improve the corridor as a multi-modal Complete Street. The Scope of Services will include the following:

- Develop conceptual Complete Street design plan for the study area;
- Develop rendered street sections illustrating existing and proposed conditions;
- Develop photo-realistic before and after renderings of notable multi-modal improvements; and
- Package the project deliverables in a Project Brief to include narrative descriptions of the project approach and recommendations as well as all graphics developed.

SCOPE OF SERVICES:

Task 1: Staff Work Session #1 and Due Diligence Overview

Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data, infrastructure plans, and development activity; and refine the project schedule as needed. The County will provide all regulatory, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional Staff Work Sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members on the project mission and goals. Staff Work Session #1 will be scheduled with County staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all Staff Work Sessions.

Due Diligence Overview

Base Documentation

The TCRPC team will develop, with assistance from the County, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, and other data as appropriate.

Site Reconnaissance

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with County staff and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Participant List, and Meeting Notes)
2. Updated Project Schedule, Due Diligence Components, Site Reconnaissance

Task 2: Develop Complete Street Concept Plan

Concept Plan

The TCRPC will develop a detailed Complete Street concept plan utilizing high resolution aerials, available survey data, field observations, and other sources that may become available. The plan will be hand-drawn, to-scale (1" = 50'-0"), hand-rendered, and will be digitally superimposed onto aerial photographs. The plan will identify right-of-way extents, existing utility pole locations, existing transit stop locations, and any existing elements that might enhance or influence the design proposals. The concept plan will be digitally formatted into individual plates to enable legibility and ease of notation. The plates will be provided in the final Project Brief and available in pdf. and jpg. formats.

Task 2 Deliverables

Specific deliverables will include:

1. Hand-drawn Complete Street concept plan
2. Digital plates of the concept plan fully notated

Task 3: Develop Illustrative Street Sections

The TCRPC will develop street sections identifying existing and proposed conditions for key areas along the study area corridor. The street sections will be three-dimensional and rendered for general legibility. The sections will be to-scale and based upon accurate dimensions field-verified at the key locations.

Task 3 Deliverables

Specific deliverables will include:

1. Up-to four rendered street sections
2. Formatted and notated sections for inclusion in the Project Brief

Task 4: Project Brief

The TCRPC will develop a Project Brief that packages all the Complete Street concept plan plates, street sections, renderings, and recommendations into a single document. The Project Brief will also include images of recommended interventions that have been implemented in other locations, including examples outside of Martin County (i.e. crosswalk treatments, bike lane and multi-modal path conditions, and other elements proposed to enhance the corridor as a Complete Street).

Task 4 Deliverables

Specific deliverables will include:

1. Project Brief including:
 - a. Complete Street concept plan
 - b. Street sections and renderings
 - c. Recommendations for implementing the concept plan

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Participant Lists and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Redevelopment Concepts and Recommendations	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$34,000.00 (Thirty-four 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. The fee excludes advertising, promotional, and meeting venue expenses, all of which will be paid directly by the County.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. 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.

Revisions to the County’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PAYMENT AMOUNT
Execution of Agreement	20%	\$6,800.00
Task 2: Complete Street Concept Plan (delivery of completed concept plan plates)	50%	\$17,000.00
Task 4: Project Brief (submittal of final Project Brief Including plans, street sections, and renderings)	30%	\$10,200.00
TOTAL	100%	\$34,000.00

ANTICIPATED SCHEDULE:

Anticipating that this agreement is executed in April 2025, the scope of work described herein shall be substantially completed by the end of June 2025 (2 months).