

**INTERLOCAL AGREEMENT
BETWEEN THE MARTIN COUNTY COMMUNITY REDEVELOPMENT AGENCY
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is entered in this 25 day of JUNE 2018 by and between Martin County (herein referred to as "County"), Martin County Community Redevelopment Agency (herein referred to as "CRA"), and Treasure Coast Regional Planning Council (herein referred to as "Council"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

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 on a basis of mutual advantage and thereby to provide services and facilities in a manner 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 County Commission of Martin County has found and declared certain areas of Indiantown, Port Salerno, Hobe Sound, Rio, Golden Gate, Jensen Beach and Old Palm City to be slum and blighted, these areas hereinafter referred to as the "CRA Districts;" and

Whereas, the County and CRA have adopted community redevelopment area plans, hereinafter referred to as "CRA Plans," which incorporate a vision for each of these CRA Districts;

Whereas, the vision of the CRA is to create economically and environmentally sound CRA Districts with safe, healthy neighborhoods and vibrant town centers; a network of well-planned, interconnected parks, public open spaces, and complete streets; a full spectrum of high-quality housing that accommodates all walks of life; well-designed community infrastructure; and successful redevelopment that celebrates the distinctive identity and community character of each district and contributes to the overall sustainability of Martin County; and

Whereas, the Indiantown CRA District is not included in the scope of services for this Agreement because the Village of Indiantown recently incorporated and encompasses a majority of the area within the Indiantown CRA District and the County, at the request of the Village, is in

the process of terminating the Indiantown CRA District; and

Whereas, the parties, desire to enter into this Agreement to facilitate CRA development consistent with the visions contained in the CRA Plans for each of the other six CRA Districts by amending local land development regulations for the six CRA Districts.

Whereas, completing this task to facilitate implementation of the CRA Plans is in the best interest of the citizens of Martin County, Florida.

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to contract with the Council to assist the County and CRA in the implementation of the CRA Plans for Port Salerno, Hobe Sound, Rio, Golden Gate, Jensen Beach and Old Palm City by amending related local land development regulations.
- B. The County, CRA and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of this Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by all parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment "A" unless terminated earlier in accordance with Section 4 of this Agreement.
- B. Council shall fully perform the obligations identified in Scope of Work as identified in Attachment "A" of this Agreement to the satisfaction of the County and CRA.
- C. The County, CRA, and Council agree to be governed by applicable State and Federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The CRA may terminate work scheduled or in progress for any CRA District at its discretion, without financial penalty or obligation for uncompleted work, upon written notice provided to Council. The CRA will be responsible for work completed prior to such notice of termination.
- F. The County, CRA and Council mutually agree to establish a mechanism to resolve any conflicts that may arise from the implementation of the Agreement by using the process included in the Intergovernmental Coordination Element of the County's Comprehensive Plan or other mutually agreed process.
- G. The County and CRA agree to:
 - 1. Assist in the development of documents designed to implement the Agreement; and
 - 2. Process all requests for reimbursement in a timely manner.

SECTION 3. RECORD KEEPING

- A. All records submitted by Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. Council shall allow access to its records during normal business hours and upon reasonable advance requests of the County and CRA, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by any party on 30 days prior written notice, or for cause if a party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. CRA shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Martin County, Florida. 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 6. INDEMNIFICATION

Each party to this Agreement agrees, subject to the limitations of Section 768.28, Florida Statutes, to assume responsibility for loss, injury or damage to persons or property caused by its own negligence or willful misconduct directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken from here and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. 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 parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the 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 CRA:

Manager, Office of Community
Development - Susan Kores
Martin County
2401 SE Monterey Road, Stuart, Florida 34996

For the County:

County Administrator - Taryn Kryzda
Martin County
2401 SE Monterey Road, Stuart, Florida 34996

For The Council:

Michael J. Busha, AICP – As Its Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue, Stuart, FL 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the CRA agrees to pay Council a fixed fee not to exceed Six Hundred and Ninety Thousand and 00/100 dollars (\$690,000.00), including travel, out-of-pocket expenses (printing and reproduction costs), film processing, mail, couriers and other costs related to the services provided.
- B. The satisfactory completion of deliverables by Council, as accepted by the CRA and submission of an invoice to the CRA, shall be considered Council's request for payment according to the schedule contained in Attachment "A". The CRA shall pay Council within forty-five (45) days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties.

SECTION 13. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the County, CRA or Council.

SECTION 14. 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 15. EQUAL OPPORTUNITY PROVISION

The County, CRA and Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 16. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the County, CRA and Council, the due execution thereof by the proper officer of the Council, County and CRA and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

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

ATTEST:

By: 

Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: 

Michael J. Busha, AICP
As its Executive Director

ATTEST:

By: 

Kimberly McLaughlin, Clerk

Martin County Community
Redevelopment Agency

By: 

Rick Zurich, Chairman

ATTEST:

By: 

Carolyn Timmann, Clerk
of the Circuit Court and Comptroller

Martin County Board of County Commissioners

By: 

Edward Ciampi, Chairman

Approved as to form and legal sufficiency

By: 

Sarah Woods, County Attorney

ATTACHMENT A
CRA DISTRICT LAND DEVELOPMENT REGULATIONS
FOR
MARTIN COUNTY COMMUNITY REDEVELOPMENT AGENCY
SCOPE OF SERVICES

GENERAL

The Martin County Community Redevelopment Agency (CRA) seeks assistance in establishing new land development regulations for implementing the vision and recommendations contained in each of the CRA Plans adopted for the CRA Districts of Port Salerno, Old Palm City, Golden Gate, Rio, Hobe Sound, and Jensen Beach. As such, the Treasure Coast Regional Planning Council (Council) is pleased to submit this scope of services, to be completed by the Council, Martin County (County) and CRA in accordance with this Attachment, and the Agreement between the parties.

The project boundaries shall be limited to an area within the CRA District boundaries as described in Attachment C: Project Boundary Maps.

PROJECT TIMEFRAME

The project timeframe will commence upon execution of this Agreement. It is anticipated that all tasks contemplated within the Scope of Services shall be substantially complete no later than 24 months from project commencement. The project timeframe below outlines a typical schedule for completing each one of the six land development regulations (LDRs) for the CRA Districts. The CRA Districts will be scheduled and will begin in the following order: 1. Jensen Beach; 2. Port Salerno; 3. Rio; 4. Old Palm City; 5. Golden Gate; 6. Hobe Sound. The CRA can adjust this schedule or stop any CRA Districts from moving forward at its discretion, without financial penalty or obligation for uncompleted work. It is anticipated that following the start of the Jensen Beach CRA District LDR work, each subsequent CRA District LDR effort will kick-off in 3 month intervals. Please see Attachment B: Project Timeframe and Payment Schedule.

Months 1-3

- Project Coordination Meeting
- Study Area Tour
- Collection and review of existing documents
- Analysis of existing code and built projects
- Begin drafting LDRs

Months 4-5

- Submit LDRs for County and CRA staff review
- Meet with County and CRA staff to review LDRs
- Revise based on staff comments - Complete Revision A of LDRs

Months 6-7

- Public Workshops to present Revision A of LDRs to Neighborhood Advisory Committee (NAC) and CRA Board
- Draft Revision B of LDRs based on Workshop comments
- Submit Revision B of LDRs for County and CRA staff review
- Draft Revision C of LDRs based on staff comments

Months 8-10

- Public Workshops to present Revision C of LDRs to NAC and CRA Board
- Draft Revision D of LDRs based on Workshop comments
- Present Revision D of LDRs at Public Hearings scheduled with the Local Planning Agency (LPA), CRA Board and Board of County Commissioners
- Complete Final Draft of LDRs based on Public Hearing comments
- Present Final Draft at Adoption Hearing with Board of County Commissioners

The estimated timeline above represents the schedule for each one of the six CRA District LDRs. The schedule relies heavily upon County and CRA staff providing the needed contacts, information, review comments/edits and public meeting dates within a timely manner. County/CRA staff will provide all necessary legal advertising for the approval process. Special workshops/hearings may be necessary to ensure adequate opportunity for board review within the desired timeframe. Council will provide the draft documents based on the schedule above; however, the timeliness of approval by the County/CRA boards cannot be guaranteed.

COST

Total cost to perform this Scope of Services: \$690,000.00

DELIVERABLES

CRA District Land Development Regulations - \$690,000

In collaboration with the County and CRA, the Council will:

- a. Develop new LDRs and Regulating Plans for new development within each of the six CRA Districts following the principles and priorities described in the CRA Plans for each CRA District. The LDRs will also address infill development/redevelopment scenarios identified in the CRA Plans. The CRA Districts will be scheduled and will begin

in the following order: 1. Jensen Beach; 2. Port Salerno; 3. Rio; 4. Old Palm City; 5. Golden Gate; 6. Hobe Sound. The CRA can adjust this schedule or stop any CRA Districts from moving forward at its discretion, without financial penalty or obligation for uncompleted work. It is anticipated that following the start of the Jensen Beach CRA District LDR work, each subsequent CRA District LDR effort will kick-off in 3 month intervals.

1. The *LDRs* will include, but not be limited to the following:
 - a. Zoning districts
 - b. Permitted use tables
 - c. Building placement
 - d. Building height and density
 - e. Facade standards
 - f. Parking placement
 - g. Parking quantity
 - h. Public open space
 - i. Civic & public buildings
 - j. Block standards
 - k. Street types and street sections
 - l. Approval process and procedures
- b. Council will prepare a Regulating Plan that will define street types, identify zoning districts and map/illustrate where and which LDR categories apply.
- c. Analyze the existing LDRs, administrative procedures and approval processes.
- d. Prepare and submit to County and CRA staff draft LDRs for review.
- e. Meet with County and CRA staff to discuss draft LDRs.
- f. Resubmit to County and CRA staff revised draft LDRs for review and recommendation for approval and distribution to the County's designated LPA, CRA Board, and applicable NAC.
- g. Attend, present, and participate in LPA, CRA Board and NAC workshops and public hearings required for review of the draft LDRs. Revise the LDRs per LPA, CRA Board, and NAC comments and submit back to County and CRA staff for review and recommendation of approval.
- h. Attend, present, and participate in CRA Board and Board of County Commissioners workshops and public hearings scheduled to review and approve the LDRs. Revise regulations per CRA Board's and County Commission's comments, and submit the final approved LDRs.

PAYMENT SCHEDULE FOR EACH CRA DISTRICT LDRs:

1st Payment: 20% (\$23,000)	Upon completion of the Project Coordination Meeting and Study Area Tour (Months 1-3)
2nd Payment: 40% (\$46,000)	Upon submission of Revision A of LDRs to CRA and County staff. (Months 4-5)
3rd Payment: 20% (\$23,000)	Upon submission of Revision C of LDRs to CRA and County staff (Months 6-7)
4th Payment: 20% (\$23,000)	Upon presentation of Final Draft of LDRs for adoption by Board of County Commissioners (Months 8-10)

Total \$115,000/CRA District LDRs x (6) = \$690,000

FEES AND REIMBURSABLE EXPENSES

Professional services described in this proposal will be performed for a fixed fee in the amount of \$690,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services Council is providing, payable according to the following schedule. It does not include advertisement costs for the above mentioned public hearings/workshops, food to be provided to the public attending public hearings/workshops, or rental of space associated with public hearings (should it be necessary). 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 per hour.

The CRA may terminate work scheduled or in progress for any CRA District at its discretion, without financial penalty or obligation for uncompleted work, upon written notice provided to Council. The CRA will be responsible for work completed prior to such notice of termination.

FORMAT OF DELIVERABLES

Council shall provide the County and CRA with final work products in the following format:

- Council shall print written documents (1 copy each only) on paper, as appropriate, and shall also provide digital copies of such documents in an appropriate format (PDF).
- Council shall provide graphic documents, including drawings, diagrams, maps, or other comparable materials (1 copy each only) on paper, as appropriate, and in a digital format suitable for reproduction.

ATTACHMENT B
CRA District LDRs
PROJECT TIMEFRAME AND PAYMENT SCHEDULE

	Aug FY18	Sept FY18	Oct FY19	Nov FY19	Dec FY19	Jan FY19	Feb FY19	Mar FY19	Apr FY19	May FY19	Jun FY19	Jul FY19	Aug FY19	
Jensen Beach	BEGIN	Months 1-3 \$1		Months 4-5 \$2		Months 6-7 \$3		Months 8-10 \$4						
Port Salerno				BEGIN	Months 1-3 \$1		Months 4-5 \$2		Months 6-7 \$3		Months 8-10 \$4			
Rio							BEGIN	Months 1-3 \$1		Months 4-5 \$2		Months 6-7 \$3		
Old Palm City										BEGIN	Months 1-3 \$1		Month 4	
Golden Gate														
Hobe Sound														
	Aug FY19	Sept FY19	Oct FY20	Nov FY20	Dec FY20	Jan FY20	Feb FY20	Mar FY20	Apr FY20	May FY20	Jun FY20	Jul FY20	Aug FY20	
Jensen Beach														
Port Salerno														
Rio		Months 8-10 \$4												
Old Palm City		Month 5 \$2	Months 6-7 \$3		Months 8-10 \$4									
Golden Gate	BEGIN	Months 1-3 \$1		Months 4-5 \$2		Months 6-7 \$3		Months 8-10 \$4						
Hobe Sound				BEGIN	Months 1-3 \$1		Months 4-5 \$2		Months 6-7 \$3		Months 8-10 \$4			

\$1 - First Payment
\$2 - Second Payment
\$3 - Third Payment
\$4 - Fourth Payment

Attachment C
Boundaries of Study Area

Port Salerno CRA

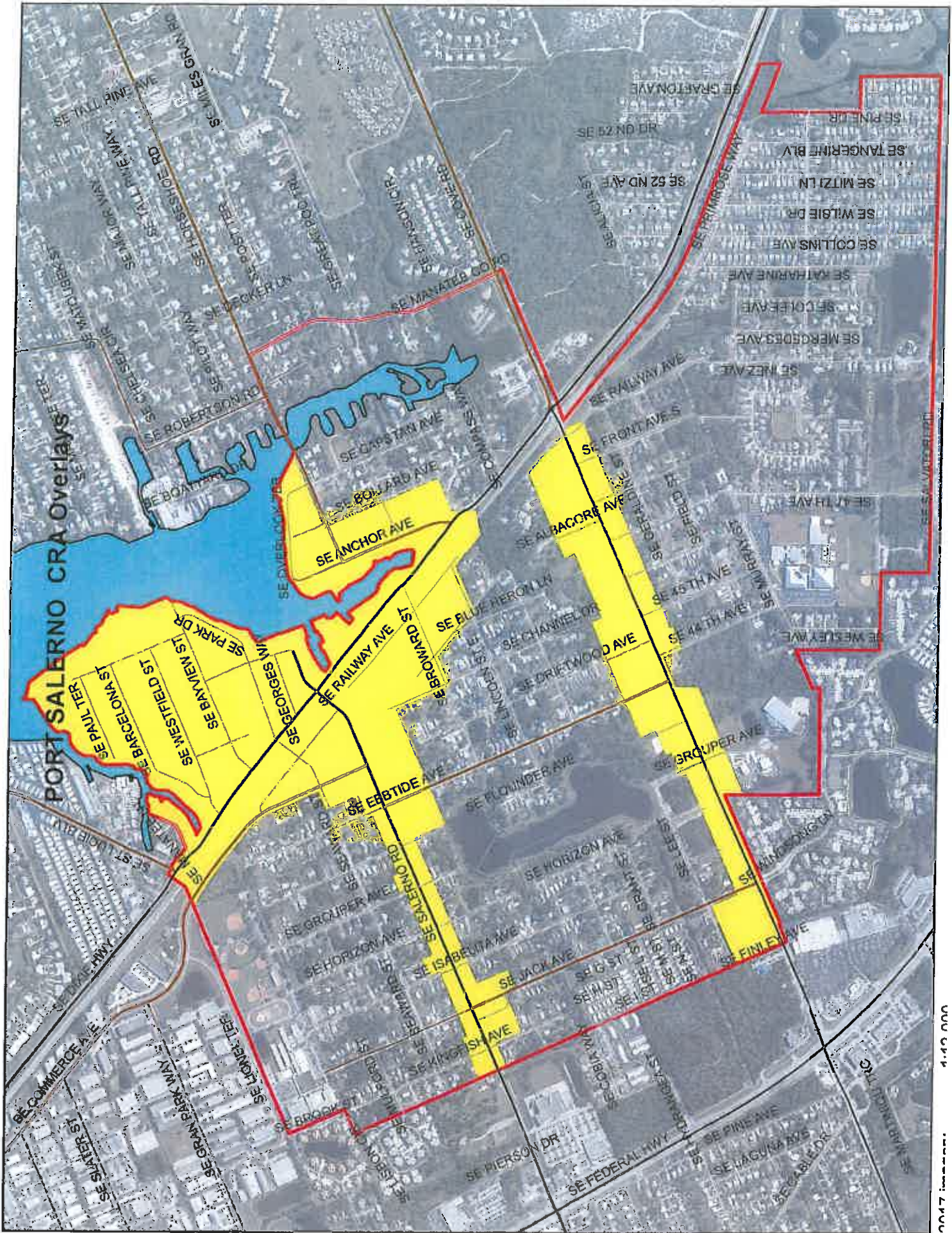
Golden Gate CRA

Hobe Sound CRA

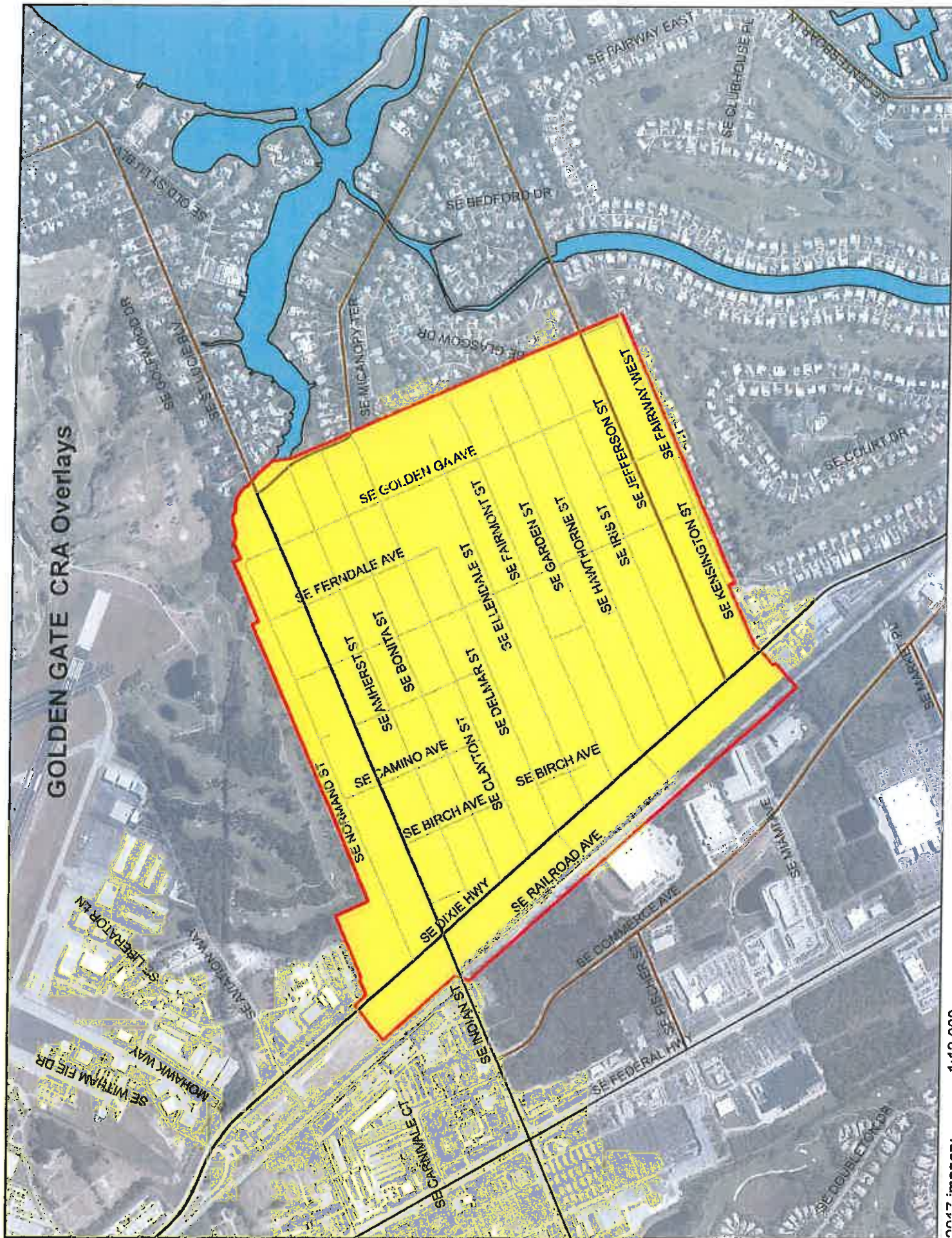
Jensen Beach CRA

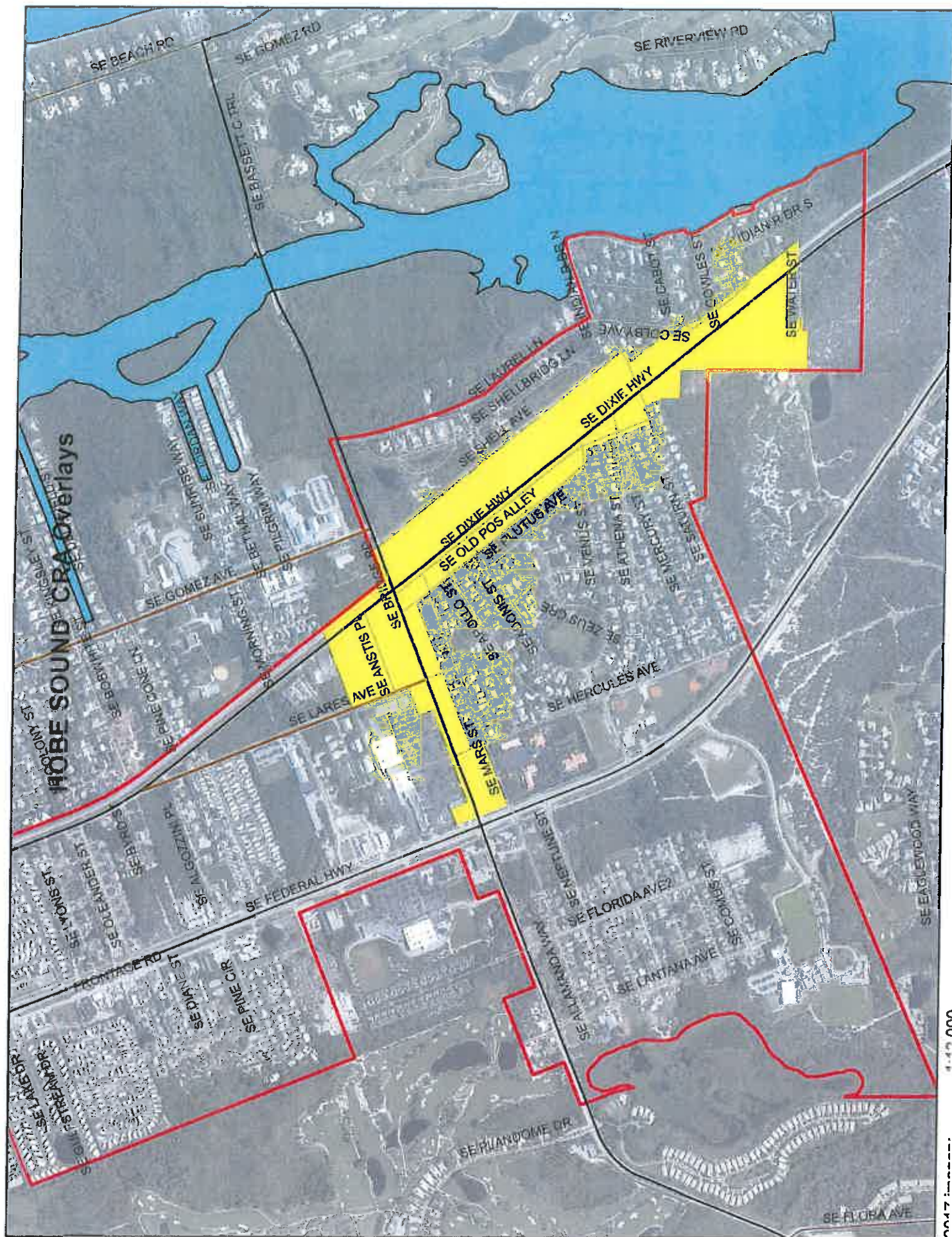
Old Palm City CRA

Rio CRA



GOLDEN GATE CRA Overlays





JENSEN BEACH CRA Overlays

