BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY FLORIDA

COUNTY ATTORNEY
Daniel S. McIntyre

Heather Young ASSISTANT COUNTY ATTORNEY
Katherine Davis Barbieri ASSISTANT COUNTY ATTORNEY

April 10, 2019

Rebecca Ramey
Legal Office Administrator
Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, FL 34996

RE: Interlocal Agreement between Martin County and St. Lucie County for Local Vendor Preference

Rebecca:

Enclosed are six (6) originals of the above referenced Interlocal Agreement to be signed and executed by Martin County. Please record one (1) original with the Martin County Clerk of Court and provide me with the OR/Book & Page number.

Please send five (5) fully executed originals to my attention. Once I receive them, I will record one (1) original with the St. Lucie County Clerk of Court and provide you with the OR/Book & Page number as soon as I get the Interlocal Agreement back from Recording.

If you have any questions, please let me know.

Sincerely,

/s/Stephanie Bush

Stephanie Bush
Legal Assistant

/sb
Enc.

CHRIS DZADOVSKY, District No. 1 • SEAN MITCHELL, District No. 2 • LINDA BARTZ, District No. 3 • FRANNIE HUTCHINSON, District No. 4 • CATHY TOWNSEND, District No. 5
County Administrator - Howard N. Tipton

2300 Virginia Avenue • Ft. Pierce, FL 34982-5652 • Phone (772) 462-1441
FAX (772) 462-1440 • TDD (772) 462-1428

ITEM NO. (ID # 5895)

DATE: **03/19/2019**

AGENDA REQUEST

*CONSENT AGENDA\COUNTY ATTORNEY

TO: **Board of County Commissioners**

PRESENTED BY: Katherine Barbieri, Asst. County Attorney

SUBMITTED BY: County Attorney

SUBJECT: Interlocal Agreement between Martin County and St. Lucie County for Local Vendor Preference

BACKGROUND:

Martin County has adopted Section 135.7, General Ordinances, Martin County Code, pertaining to local preference in purchasing or contracting, which provides opportunity to local bidders to match a bid price from a non-local bidder under certain conditions ("Martin Code"). Pursuant to the Martin Code, local bidders are only those bidders within Martin County. The Martin Code allows Martin County, by agreement, to extend the local bidder preferences of the Martin Code to bidders from other local government jurisdictions if that local government extends its local bidder preferences to bidders from Martin County.

St. Lucie County has adopted Section 2-184, Local Preference in Purchasing or Contracting, St. Lucie County Code and Compiled Laws which defines a local business as a business which meets all of the following criteria:

a. Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the county. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

b. Holds any business license required by the county; and

c. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

St. Lucie County and Martin County desire to enter into an interlocal agreement to extend local bidder preference for St. Lucie County's jurisdiction while biding in Martin County.

PREVIOUS ACTION:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board approve the interlocal agreement and authorize the Chair to sign the agreement as drafted by the County Attorney's office.

COMMISSION ACTION:

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Frannie Hutchinson, District No. 4
SECONDER:	Chris Dzadovsky, District No. 1
AYES:	Bartz, Townsend, Dzadovsky, Mitchell, Hutchinson

Coordination/Signatures

Daniel S. McIntyre, County Attorney 3/7/2019

Jeffrey Bremer

Jeffrey Bremer, Deputy County Administrator 3/7/2019

INTERLOCAL AGREEMENT
BETWEEN
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AND
ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
FOR LOCAL VENDOR PREFERENCE

THIS INTERLOCAL AGREEMENT is made this _____ day of _____, 2019, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, ("Martin County") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, ("St. Lucie County").

WHEREAS, Martin County has adopted Section 135.7, General Ordinances, Martin County Code, pertaining to local preference in purchasing or contracting, which provides opportunity to local bidders to match a bid price from a non-local bidder under certain conditions ("Martin Code"); and,

WHEREAS, pursuant to the Martin Code, local bidders are only those bidders within Martin County; and,

WHEREAS, the Martin Code allows Martin County, by agreement, to extend the local bidder preferences of the Martin Code to bidders from other local government jurisdictions if that local government extends its local bidder preferences to bidders from Martin County; and,

WHEREAS, St. Lucie County has adopted Section 2-184, Local Preference in Purchasing or Contracting, St. Lucie County Code and Compiled Laws, pertaining to local preference in purchasing or contracting, which provides opportunity to local bidders to match a bid price from a non-local bidder under certain conditions ("St. Lucie Code"); and,

WHEREAS, pursuant to the St. Lucie Code, local bidders are only those bidders within St. Lucie County, Indian River County or Martin County; and,

WHEREAS, St. Lucie County, defines a local business as a business which meets all of the following criteria:

a. Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the county. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

b. Holds any business license required by the county; and

c. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and,

WHEREAS, the parties desire to extend local bidder preference to each other's local bidders.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, Martin County and St. Lucie County hereby agree as follows:

1. Martin County agrees to extend local bidder preferences to vendors physically located in St. Lucie County's jurisdiction in accordance with Martin's Code.

2. St. Lucie County extends local bidder preferences to vendors physically located in Martin County's jurisdiction in accordance with St. Lucie Code.

3. The term of this Agreement shall be until from March 6, 2019 to March 5, 2020, and may be renewed for additional one year terms upon the mutual written agreement of the parties sixty (60) days prior to the expiration of the current term, unless waived in writing by the parties. Martin County authorizes its County Administrator and St. Lucie County authorizes its County Administrator to execute such additional one year renewals of this Agreement.

4. This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.

5. All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Martin County:	County Administrator 2401 SE Monterey Road Stuart, FL 34996	County Attorney 2401 SE Monterey Road Stuart, FL 34996
St. Lucie County:	County Administrator 2300 Virginia Avenue Fort Pierce, FL 34982	County Attorney 2300 Virginia Avenue Fort Pierce, FL 34982

6. As between the parties, subject to the limitations of Section 768.28, Fla. Stat., each assumes the responsibility for the negligence of its employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded to the parties by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.

7. Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

8. No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

9. If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

11. The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

12. Federal Law, as well as the laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Martin County, Florida.

13. This Agreement may be terminated by either party without cause upon seventy-two (72) hours prior written notice to the other party.

14. This Interlocal Agreement shall be filed by Martin County with the Martin County Clerk of the Circuit Court and Comptroller and by St. Lucie County with the St. Lucie County Clerk of the Circuit Court as required by Section 163.01(11), Fla. Stat.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

ATTEST

Carolyn Timmann
Clerk of Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Edward V. Ciampi
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Krista A. Storey
Acting County Attorney

ATTEST

Joseph E. Smith
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Linda Bartz
Chair

APPROVED AS TO FORM AND CORRECTNESS

Daniel S. McIntyre
Attorney