

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

This Interlocal Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Martin County, Florida (herein referred to as “the County”), 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 public agencies 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 the Martin County, Florida has determined the creation of a new master plan for Pineapple Park to be in the best interest of the residents of Martin County and has engaged a park planning consultant to undertake this effort; and

**WHEREAS**, the County has identified a need for a public engagement process to gather public input and assist with the development of the master plan, and has asked the Council to lead it in cooperation with the park planning consultant; and

**WHEREAS**, the County and the Council desire to enter into an agreement to conduct this public engagement and participate in the development of the new master plan for Pineapple Park.

**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 for the County to contract with the Council to assist the County in conducting the public engagement process for the Pineapple Park master plan.

- B. The County and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

## **SECTION 2. 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 schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The 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.
- C. The County 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, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The County agrees to:
  - 1. Perform those tasks assigned to it in the Scope of Work as shown in Attachment "A";
  - 2. Ensure coordination between its park planning consultant and Council; and
  - 3. Process all requests for payment in a timely manner

## **SECTION 3. RECORD KEEPING**

- A. All records submitted by the 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. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the County, its employees and agents.

## **SECTION 4. 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 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, State of 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 here from 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 County:**

County Administrator – Taryn Kryzda  
County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

County Attorney – Sarah Woods  
County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

**For The Council:**

Thomas J. Lanahan – Executive Director  
421 SW Camden Avenue, Stuart, Florida 34994

**SECTION 10. FUNDING/CONSIDERATION**

- A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the County agrees to pay the Council a fixed fee of Ten Thousand and 00/100 Dollars (\$10,000), including travel (in accordance with Section 112.061, Florida Statutes), out-of-pocket

expenses (printing and reproduction costs), mail, couriers and other costs related to the services provided, and excluding advertising and meeting venue expenses.

- B. The satisfactory completion of deliverables by the Council, as accepted by the County, and submission of an invoice to the County shall be considered the Council's request for payment according to the schedule contained in Attachment "A". The County shall pay the 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. VENUE**

To the extent allowed by law, the venue for any action arising from 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 for 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 Council.

#### **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 Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, creed, political affiliation, age, family status, pregnancy, gender identity, or sexual orientation 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. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the County Commission, and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the

proper officer of the Treasure Coast Regional Planning Council and the County, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

**SECTION 18. PUBLIC RECORDS.**

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Council shall:

- A. Keep and maintain public records required by the County to perform the 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 contract term and following completion of the contract if the Council does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Council or keep and maintain public records required by the County to perform the service. If the Council transfers all public records to the County upon completion of the contract, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the contract, the Council 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 COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, [PUBLIC.RECORDS@MARTIN.FL.US](mailto:PUBLIC.RECORDS@MARTIN.FL.US), MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.**

The failure of Council to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

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

**ATTEST:**

**Martin County**

By: \_\_\_\_\_  
Carolyn Timmann, Clerk  
of the Circuit Court and  
Comptroller

By: \_\_\_\_\_  
Stacey Hetherington, Chair  
Board of County Commissioners

**Approved as to form and legal sufficiency:**

By: \_\_\_\_\_  
Sarah W. Woods  
County Attorney

**ATTEST:**

**Treasure Coast Regional Planning Council**

By:  \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By:  \_\_\_\_\_  
Thomas J. Lahahan  
As its Executive Director

## **ATTACHMENT A SCOPE OF WORK**

### **FOR PLANNING ASSISTANCE REGARDING THE PINEAPPLE PARK MASTER PLAN**

*DECEMBER 8, 2020*

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#### **PROJECT DESCRIPTION**

Martin County seeks to request the services of the Treasure Coast Regional Planning Council (TCRPC) to assist in the development of a master plan update for Pineapple Park. It is understood the County will retain a park planning consultant (County consultant) who will lead the planning and design process, and TCRPC will lead the public engagement process to gather public input and assist with the development of the master plan. Accordingly, the Scope of Work is anticipated to include the following: (1) due diligence and field review to confirm background conditions; (2) conduct focus group interviews with key community groups; (3) facilitate public workshops to gather public input regarding community desires; (4) participate in master plan design process; and (5) participate in meetings with County staff and the County's consultant as noted in the project schedule.

The key elements of TCRPC planning services shall include:

- Review background and regulatory conditions as provided by County staff.
- Facilitate three (3) focus group interviews with community representatives and two (2) community workshops to gather public input to assist with the development of the master plan.
- Participate in up to four (4) meetings with County staff and the County's consultant as noted in the project schedule.
- Participate in two design sessions with the County's consultant to provide input as derived through the focus group interviews and community workshops.

#### **SCOPE OF WORK**

##### **Task 1: Kick-off and Due Diligence**

TCRPC will participate in a project kickoff meeting with County staff to clarify project goals, review background data, and gather relevant information. The County's consultant will facilitate this

meeting and be responsible for meeting notes and follow-up actions. TCRPC will also participate in a field assessment to confirm existing conditions.

## **Task 2: Master Plan Development**

TCRPC will lead the community engagement process for the development of the master plan and participate in design sessions and meetings with County staff to assist with the development of the master plan. Prior to the development of the draft plan, TCRPC will facilitate three (3) focus group interviews with community groups as identified by County staff (e.g., softball, baseball, soccer) and the County's consultant. Subsequently, TCRPC will participate in a master plan design session for the development of the draft master plan, led by the County's consultant, to provide input as discerned through the focus group interviews.

Following development of the master plan concepts by the County's consultant and a meeting with County staff, TCRPC will facilitate two community workshops to gather public input and present ideas for community feedback. TCRPC will prepare and present PowerPoint presentations that summarize existing park conditions, park utilization, and potential opportunities as well as various design concepts as developed by the County's consultant. County staff will be responsible for workshop logistics, venue, advertising, and public notice. TCRPC will provide summaries of public input derived from the focus group interviews and workshops and will participate in a second design session for the development of the final master plan.

## **Anticipated Project Schedule**

The anticipated project schedule below indicates tasks, lead entity (e.g., TCRPC, County consultant), and anticipated timeframe.

TASK DESCRIPTION		ANTICIPATED SCHEDULE							
		2020				2021			
TASK 1 KICKOFF & DUE DILIGENCE		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
1.1	Staff Meeting 1 (Kickoff) (County Consultant leads)	Staff Mtg 1							
1.2	Review of Base Data and Field Work (County Consultant leads)		Base Data, Field Work						
1.3	Environmental Due Diligence (County Consultant leads)		Env Due Diligence						
TASK 2 MASTER PLAN DEVELOPMENT		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
2.1	Focus Group Interviews 1 (TCRPC leads)		Focus Groups						
2.2	Design Session 1 (County Consultant leads)		Design Session 1						
2.3	Staff Meeting 2 (Review of 3 concepts) (County Consultant leads)			Staff Mtg 2					
2.4	Workshop 1 (TCRPC leads)				Workshop 1				
2.5	Design Session 2 (County Consultant leads)					Design Session 2			
2.6	Master Plan - Draft (County Consultant leads)					Master Plan - Draft			
2.7	Staff Meeting 3 (Review of Master Plan - Draft) (County Consultant leads)						Staff Mtg 3		
2.8	Workshop 2 (TCRPC leads)							Workshop 2	
2.9	Master Plan - Final (County Consultant leads)								Master Plan - Final



### **Project Deliverables**

TCRPC will provide the following deliverables through the course of the project:

DELIVERABLE	FORMAT	ANTICIPATED TIMEFRAME
Summary of Field Review	One electronic copy, PDF format	4 <sup>th</sup> Quarter 2020
Summary of Focus Group Interviews	One electronic copy, MS Word & PDF formats	4 <sup>th</sup> Quarter 2020
Workshop Presentations and Summaries of Public Input	One electronic copy, PowerPoint, MS Word & PDF formats	1 <sup>st</sup> Quarter 2021

### **Fees and Reimbursable Expenses**

Professional services paid for by Martin County as described in this scope of services will be performed for a fixed fee in the amount of \$10,000. Estimated costs per task are included as Attachment 1. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council 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, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of this Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by County Staff	25%	\$2,500
Completion of Focus Group Interviews and Transmittal of Interview Summaries	25%	\$2,500
Completion of Workshop 1 and Transmittal of Workshop Presentation and Summary	25%	\$2,500
Completion of Workshop 2 and Transmittal of Workshop Presentation and Summary	25%	\$2,500
<b>TOTAL</b>	<b>100%</b>	<b>\$10,000</b>

**ATTACHMENT 1**  
**PROJECT COMPONENTS & FEE SCHEDULE**

PINEAPPLE PARK - PROJECT FEES		
REV. 9/30/2020		
<b>TASK 1</b>	<b>KICKOFF &amp; DUE DILIGENCE</b>	
1-1	Staff Meeting 1 (Kickoff) (County consultant leads)	\$350
1-2	Review of Base Data & Field Work (County consultant leads)	\$700
1-3	Environmental Due Diligence (County consultant leads)	n/a
	<b>SUB-TOTAL</b>	<b>\$1,050</b>
<b>TASK 2</b>	<b>MASTER PLAN DEVELOPMENT</b>	
2-1	Focus Group Interviews (TCRPC leads)	\$1,375
2-2	Design Session 1 (County consultant leads)	\$1,175
2-3	Staff Meeting 2 (Review of 3 concepts) (County consultant leads)	\$500
2-4	Workshop 1 (TCRPC leads)	\$2,275
2-5	Design Session 2 (County consultant leads)	\$675
2-6	Master Plan – Draft (County consultant leads)	\$350
2-7	Staff Meeting 3 (Review of Master Plan - Draft) (County consultant leads)	\$850
2-8	Workshop 2 (TCRPC leads)	\$1,400
2-9	Master Plan - Final (County consultant leads)	\$350
	<b>SUB-TOTAL</b>	<b>\$8,950</b>
	<b>TOTAL</b>	<b>\$10,000</b>