

Sebastian River Improvement District—Indian River County 82nd Avenue Interlocal Agreement

This Interlocal Agreement (the “Interlocal Agreement”) is entered into as of this ___ day of _____, 2021, between Indian River County, a political subdivision of the State of Florida (the “County”), and the Sebastian River Improvement District, an independent special district and political subdivision of the State of Florida (the “District”).

Whereas, 82nd Avenue is located within a District drainage right-of-way, constitutes a canal maintenance roadway for the District, and is not maintained by the District as a public roadway, but the District has allowed vehicular use of such roadway by the public in its “as is,” “where is,” and “with all faults” condition at the sole discretion and assumed risk of roadway users; and

Whereas, County has received complaints concerning 82nd Avenue travel surface conditions; and

Whereas, County is willing to assist the District in facilitating reconstruction of the roadway by providing asphalt millings to be used to reconstruct the travel surface of 82nd Avenue (the “Reconstruction Project”); and

Whereas, County and District agree that following completion of the Reconstruction Project, the County may, but shall not be required, to maintain the travel surface of 82nd Avenue from 26th Street and 69th Street, and to assist the District by mowing the shoulders of the roadway on a periodic basis and maintaining the traffic roadway signage.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits, undertakings and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Adoption of “Whereas” Clauses. The foregoing “Whereas” clauses are true and correct and are incorporated herein.

Section 2. Asphalt Millings. County may deliver to the Reconstruction Project at a mutually agreeable time and location up to 33 loads (16-cy each load) of asphalt millings material to be used for the one-time reconstruction of 82nd Avenue.

Section 3. 82nd Avenue Reconstruction and Maintenance. District will assure that the asphalt millings materials are used for reconstructing 82nd Avenue from the entrance of the Blue Goose Mine to 69th Street by providing a copy of the District permit issued for Reconstruction Project to the County. The District shall also issue a letter to the County requesting that the asphalt millings material be delivered to the permit holder for the Reconstruction Project. Upon completion of the Reconstruction Project, and so long as this Interlocal Agreement remains in

effect, County may, but shall not be required to, maintain the travel surface of 82nd Avenue from 26th Street to 69th Street.

Section 4. Mowing Shoulders of and Maintaining Traffic Signage on 82nd Avenue. So long as this Interlocal Agreement remains in effect, County may, but shall not be required to, mow the shoulders of 82nd Avenue on a periodic basis and for maintaining the traffic roadway signage necessary for the operation of 82nd Avenue in the same manner as for other similarly situated County rights-of-way.

Section 5. Indemnification. Solely to the extent permitted by law, and in no event greater than the limits set forth in Florida Statutes, Section 768.28, each party, as a political subdivision of the State of Florida under Florida Statutes, Section 768.28, agrees to fully defend, identify, protect, and hold harmless the other party, its agents, officials, and employees from any actions, claims or demands which anyone (individual or corporation) may hereafter bring or assert on account of any damages or claims of any type whatsoever which may arise from this Agreement including, but not limited to, claims for contribution, indemnification, subrogation or for pro rata share of responsibility pursuant to the Tort Reform and Insurance Act of 1986 and subsequent amendments including all attorneys' fees, interest, and costs of any kind (not limited to taxable costs) associated with said lawsuits or claims and expressly agrees to pay all costs and attorneys' fees incurred in defending said lawsuits or claims and any resulting awards or judgments in full arising out of said lawsuits or claims, including interest thereon.

Section 6. No Third-Party Beneficiary. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the named parties, and no enforceable right or cause of actions shall accrue hereunder to or for the benefit of any entity of individual not a named party hereto.

Section 7. Notices. Any notice required hereunder shall be in writing and shall be delivered by personal delivery, courier, express or overnight mail, or certified mails, return receipt requested, addressed to the appropriate party as follows:

If to County:

Public Works Director
Indian River County
10801 27th Street
Vero Beach, Florida 32960

If to District:

District Manager
Sebastian River Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Section 8. Filing; Effective Date. This Agreement shall be filed with the Clerk of the Circuit Court of Indian River County, Florida, for recording in the public records of the County, and shall be effective as of the date of such filing.

IN WITNESS THEREOF, the parties have set their hands and seals as of the date entered above.

Attest:

INDIAN RIVER COUNTY

Clerk

By: _____
Chair, Board of County Commissioners

Attest:

SEBASTIAN RIVER IMPROVEMENT
DISTRICT

Secretary

By: _____
Chair, Board of Supervisors