

Peter D. O'Bryan

From: Dylan Reingold
Sent: Friday, August 27, 2021 1:33 PM
To: Jason Brown
Subject: FW: 82nd Avenue Agreement
Attachments: SRID ILA 062921.pdf

From: Rich Szpyrka
Sent: Tuesday, June 29, 2021 12:32 PM
To: Dylan Reingold
Subject: FW: 82nd Avenue Agreement

FYI

Richard B. Szpyrka, P.E.
Public Works Director
Indian River County
1801 27th Street Vero Beach, FL 32960
(772) 226-1234
Email: rszpyrka@ircgov.com

From: Rich Szpyrka
Sent: Tuesday, June 29, 2021 12:32 PM
To: Tom Hammond <tomshammond711@gmail.com>
Cc: Jason Brown <jbrown@ircgov.com>; Michael Zito <mzito@ircgov.com>
Subject: 82nd Avenue Agreement

Tom,

Attached is a draft agreement between SRID and the County for the County provide millings to SRID as you discussed with Jason. The agreement also includes who is responsible for the cost to reconstruct the roadway and outlines each parties maintenance responsibilities going forward.

Please let me know if you have any questions as Jason is out to town until next Tuesday.

Regards,

Richard B. Szpyrka, P.E.
Public Works Director
Indian River County
1801 27th Street Vero Beach, FL 32960
(772) 226-1234
Email: rszpyrka@ircgov.com

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

This Interlocal Agreement (the "Interlocal Agreement") is entered into this __ day of _____, 2021, (the "Effective Date") between Indian River County, a political subdivision of the State of Florida (the "County"), and the Sebastian River Improvement District, a _____ (the "District").

Whereas, 82nd Avenue is located within the District drainage right-of-way and is considered a maintenance roadway by the District; and

Whereas, District has previously executed and/or recorded several documents, including an easement, dated June 19, 1943, and a resolution dated March 3, 2004, through which the District attempted to unilaterally pass on the maintenance responsibility of 82nd Avenue to County; and

Whereas, there is no evidence of the County ever accepting such maintenance responsibility; and

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

Whereas, County is willing to assist District and those who utilize 82nd Avenue by providing asphalt millings to District for District to use to reconstruct the travel surface of 82nd Avenue; and

Whereas, County and District agree that District will maintain the travel surface of 82nd Avenue from 26th Street to 69th Street, while the County is willing 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 will deliver to the reconstruction project at a mutually agreeable time and location up to 30 loads (16-cy each load) of asphalt millings material for the use by the District in the one-time reconstruction of 82nd Avenue.

Section 3. 82nd Avenue Reconstruction and Maintenance. District, at its cost, will be responsible for reconstructing 82nd Avenue from the entrance of the Blue Goose Mine to 69th Street. Such reconstruction shall be completed by August 20, 2021. District will be responsible for maintaining 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 District completes the reconstruction of 82nd Avenue, by August 20, 2021 and continues to maintain the travel surface of 82nd Avenue, County will be responsible for mowing 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. Solely to the extent permitted by law, and in no event greater than the limits set forth in Florida Statutes, Section 768.28 if the District is an agency of subdivision under Florida Statutes, Section 768.28, the District agrees to fully defend, indemnify, protect and hold harmless the County, 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. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the named parties, and no enforceable right or cause of action shall accrue hereunder to or for the benefit of any entity or individual not a named party hereto.

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

If to County:

Public Works Director
Indian River County
1801 27th Street
Vero Beach, Florida 32960

If to District:

IN WITNESS THEREOF, the parties have set their hands and seals the date entered below.