

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER
COUNTY, THE CITY OF SEBASTIAN AND SEBASTIAN
COMMUNITY REDEVELOPMENT AGENCY REGARDING THE
INSTALLATION OF UTILITY INFRASTRUCTURE WITHIN THE
SEBASTIAN COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT (the “Agreement”), made and entered the last date signed below by the parties, between the Indian River County Board of County Commissioners (hereinafter the “County”) the City of Sebastian, a municipal corporation of the State of Florida (hereinafter the “City”), and the Sebastian Community Redevelopment Agency, a dependent special district of the City of Sebastian, (hereinafter “CRA”), or collectively “CITY/CRA” to outline the cooperation of the County, the City and the CRA with respect to a sewer main installation program to facilitate septic to sewer conversions within the boundaries of the CRA.

W I T N E S S E T H:

WHEREAS, Florida Statutes, Chapter 163, 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 and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Florida Statutes, Chapter 166, “Municipalities”, §166.021, “Powers”, authorizes the City to exercise any power for municipal purposes, except when expressly prohibited by law, and

WHEREAS, Florida Statutes, Chapter 125, “Counties,” §125.01, “Powers and duties” authorize the County the power to carry on county government to the extent not inconsistent with general or specific law; and

WHEREAS, in 1995, the City of Sebastian and Indian River County executed an Interlocal Agreement (ILA) that provided the County the affirmative duty to supply water and wastewater services within the incorporated area of the City in exchange for valuable consideration; and

WHEREAS, Section 4. Duties and Responsibilities of the County, (a)(4) of the ILA establishes the manner in which the County will provide water and wastewater service; and

WHEREAS, Section 6.08. Concurrency; System Expansion, subsection (4), of the ILA provides, “The County will provide wastewater service...if the City requests such service in writing, and the County has the wastewater treatment capacity available and a financing plan approved by the City and County is developed for providing such service; and

WHEREAS, in 2023, Florida Statute §373.469 was enacted by the State of Florida, requiring that onsite sewage treatment and disposal systems (OSTDS) located within Central Indian River Lagoon Basin Management Action Plan Area connect to central sewer if available by July 1, 2030, or upgrade conventional OSTDS to enhanced nutrient-reducing onsite sewage treatment and disposal system (ENR-OSTDS); and

WHEREAS, Indian River County is located with the Central Indian River Lagoon Basin Management Action Area; and

WHEREAS, Indian River County provides water and sewer services to surrounding communities, including the City's CRA, through its Department of Utility Services; and

WHEREAS, the CRA is authorized pursuant to §163.362, Florida Statutes to identify and plan capital projects within the designated community redevelopment areas; and

WHEREAS, the CRA's Community Redevelopment Plan establishes water and sewer infrastructure may require upgrades within the CRA; and

WHEREAS, the City's Comprehensive Plan EDE Policy 9-1.1.3, provides incentives that will be provided to new and expanding business, more specifically, use of CRA funds to reduce the cost of water and sewer connection; and

WHEREAS, the City, the CRA, and the County are working diligently to comply with the provisions of Florida Statute §373.469; and

WHEREAS, the City, the CRA, and the County are committed to working together to address the aforementioned issues through joint cooperation in order to provide the greatest benefit in the shortest period of time in order to serve the public interest.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the County, the City and the CRA agree as follows:

SECTION 1. RECITALS INCORPORATED.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DURATION, TERMINATION, AND MODIFICATION.

(a) This Agreement will remain in full force and effect until project completion, unless terminated by the Parties pursuant to the procedure set forth herein.

(b) This Agreement shall be in effect from the date it is fully executed until the completion of the below terms unless otherwise terminated as outlined herein.

(c) This Agreement may be terminated by the City/CRA or County, only for good cause shown, upon ninety (90) days' written notice to the other party.

(d) Written notice of proposed termination shall be provided as outlined herein.

(e) The Parties agree that they will meet-and-confer, in good faith, in a duly noticed public meeting under Florida law, to address the concerns of the other party prior to any official legal action being taken by either governing body as outlined by Florida law but notwithstanding, neither Party waives any right to any legal remedy available under Florida law.

(f) This Agreement may be modified at any time by the mutual consent of the parties and in the same manner as its original adoption.

(g) The intent of Exhibit 1 is to showcase all construction locations required to facilitate connection availability for all parcels within the Community Redevelopment Agency. If due to scrivener's errors an account or parcel is incorrectly shown within the exhibit the City and County will work together to ensure connectivity options for all segments of the CRA.

SECTION 3. DUTIES AND RESPONSIBILITIES OF THE CITY/CRA

(a) **Services:**

- 1) The City/CRA will assist Indian River County in their efforts in obtaining necessary easements to complete the scope of work referenced in Exhibit 1.
- 2) Easements must be a public utility easement that will enable the County to install and maintain the necessary sewer infrastructure.
- 3) The City/CRA and the County agree that in order to obtain the necessary easements, a joint letter on behalf of the utility will be sent to Owners to initiate the project.
- 4) The City/CRA understands that the County will be unable to complete the entirety of the work without the necessary easements as delineated in Exhibit 1.
- 5) The City/CRA will provide County with a priority list of work to be performed, identifying areas ready for commencement prior to the execution of this agreement.
- 6) The City/CRA will coordinate with the County and be responsible for notifying residents and businesses of upcoming project work and road closures.
- 7) The County will keep the City/CRA informed of schedules, construction timelines, or project updates on a weekly basis.

(b) **Payment:** The City agrees to be responsible for the costs of materials, in an amount of up to \$100,000.00 (based on the estimate developed in February 2024) related to the project as identified in Exhibits 2 and 3.

(c) **Change Orders/Increases:** In accordance with Section 4(a)(3) below, the City/CRA agrees to timely evaluate and consider any material costs increases over the originally estimated \$100,000 for materials. The City will provide its concurrence with the potential change order in writing prior to the County proceeding with the work.

(d) **Notifications:** The City will take the lead in notifying the community of the upcoming work and the commensurate responsibilities of the property owners to install the private-side infrastructure necessary to connect them to the County's system through a joint letter and any other means deemed prudent by City/CRA.

SECTION 4. DUTIES AND RESPONSIBILITIES OF THE COUNTY

(a) Services:

- 1) The County will procure and provide for installation of all needed materials and completion for connecting the properties listed in Exhibit 1 to the County water and/or sewer system.
- 2) The County agrees that the material costs paid for by the City will represent the entire cost to the City/CRA for installation of the infrastructure in an amount of up to \$100,000.00.
- 3) Detailed initial costs estimate shall be provided to City/CRA once obtained. If costs should change beyond the initial estimate of \$100,000.00 before beginning the project, the County shall provide detailed cost adjustments to the City for their consideration before proceeding.
- 4) The County agrees to waive any connection fees the individual homes and businesses as a reflection of the cost of materials being covered and paid for by the City.
- 5) Property owners will be responsible for any standard impact fees related to connecting from the sewer line to the individual homes and businesses.

(b) **Timeframe:** Project will begin within 60 days of this agreement becoming effective. The County agrees to work diligently to complete the work as schedules allow. The parties agree that there is no specific timeline and both parties will work in an expeditious manner to complete. The County further agrees to complete the work according to the priority list as provided by the City.

(c) **Reporting:** Indian River County Department of Utilities Services will prepare a Quarterly Report provided to the elected bodies of all jurisdictions. The Quarterly Report shall generally include an update on what projects have been completed, what projects are underway, and the timeline for projects scheduled for the future. Additionally, the report shall include an accounting for all expenses incurred and identify any needs that may exist.

(d) **Inspection:** The County will be responsible for inspection and approval of the private-side connections prior to the residence or business completing the sewer connection.

(e) **Maintenance and Central IRL BMAP:** As projects are completed, the County shall be responsible for maintaining the system and treating wastewater. The County and the City shall share Total Maximum Daily Load removal credits commensurate with each jurisdiction's cost incurred during the project construction phase. The City and County will work together to quantify load reductions related and applicable to the Central Indian River Lagoon Basin Management Action Plan. The City/CRA and County will track and provide a final accounting of direct and indirect expenses for the project for the purpose of determining the proportionate fair share of BMAP credits.

SECTION 5. NOTICE.

(a) Unless specified by a party in writing otherwise, all notices, demands, or other papers required to be given or made by this Agreement, or which may be given or made, by either party to the other, will be given or made in writing and addressed as follows:

City: City Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958
with a copy to the City Attorney; and

County: County Administrator
Indian River County
1801 27th Street
Vero Beach, Florida 32960-3365
with a copy to the County Attorney.

The parties will consider notice to be properly given if (1) personally delivered; (2) sent by certified U.S. Mail, return receipt requested; or (3) sent by an overnight letter delivery company.

(b) The parties will consider the effective date of notice to be the date personally delivered; or, if sent by U.S. Mail, the date of postmark; or, if sent by an overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company from the party giving notice.

SECTION 6. SOVEREIGN IMMUNITY.

Nothing contained herein or in any instruments executed pursuant to this Agreement shall be construed as a waiver or attempted waiver by the County or the City/CRA of their sovereign immunity as it presently exists under the Florida Constitution and the laws of the State of Florida and as outlined in Florida Statute §768.28.

SECTION 7. BUSINESS RELATIONSHIP.

The City and the County are not partners or joint ventures or agents of each other for any activities pursuant to this Agreement, and no such relationship between them shall be deemed to exist by virtue of this Agreement.

SECTION 8. CONSTRUCTION.

The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

SECTION 9. MERGER/MODIFICATION.

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written, unless the provisions of the parol evidence rule apply.

SECTION 10. GOVERNING LAW/ VENUE/WAIVER OF JURY TRIAL.

This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. In the event of litigation, the parties expressly waive any right to a trial by jury.

SECTION 11. CONFLICTS.

To the extent of any conflict between this Agreement and any existing City, CRA, or County agreement or Interlocal agreement, this Agreement will be deemed to be controlling. This Agreement is not intended to amend or repeal any existing City or Indian River County Ordinance. This Agreement is not intended to supersede, replace or conflict with any terms or relieve either party of any obligations under the underlying existing Interlocal agreement relating to Water and Wastewater entered into by the Parties.

SECTION 12. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

SECTION 13. RECORDATION.

This Agreement shall be recorded in the Office of the Circuit Court in Indian River County. The City/CRA and the County shall share evenly in the costs of recordation of this Agreement.

SECTION 14. EFFECTIVE DATE.

This Agreement will become effective upon its filing with the Clerk of the Circuit Court of Indian River County, Florida, as required by §163.01(11), Florida Statutes.

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SIGNATURE PAGE TO FOLLOW

APPROVED this _____ day of March, 2025.

INDIAN RIVER COUNTY, a political subdivision of the State of Florida

By: _____
Joseph Flescher, Chairman

ATTEST: Ryan Butler,
Clerk of Court and Comptroller

By: _____
Deputy Clerk

APPROVED:

By: _____
John A. Titkanich, Jr.,
County Administrator

Approved as to form and legal sufficiency.

By: _____
Christopher Hicks, Assistant County Attorney

CITY OF SEBASTIAN, a municipal corporation of the State of Florida

By: _____
Bob McPartlan, Mayor

ATTEST:

By: _____
Jeanette Williams, City Clerk

APPROVED:

By: _____
Brian Benton, City Manager

Approved as to form and legal sufficiency.

By: _____
Jennifer Cockcroft, City Attorney

CITY OF SEBASTIAN COMMUNITY REDEVELOPMENT AGENCY, a dependent special district of the State of Florida.

By: _____
Bob McPartlan, Chairman

ATTEST:

By: _____
Jeanette Williams, CRA Clerk

Approved as to form and legal sufficiency.

By: _____
Jennifer Cockcroft, CRA Attorney