

**INTERLOCAL AGREEMENT BETWEEN THE INDIAN RIVER COUNTY, AND  
THE CITY OF FELLSMERE REGARDING THE GRADING OF ROADS WITHIN  
THE CITY OF FELLSMERE AND VOLUNTARY COOPERATION AND  
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, between the Indian River County (the “County”) and the City of Fellsmere, a municipal corporation created pursuant to the laws of the State of Florida (the “City”), provides for the cooperation of the County to grade and maintain roads within the City and for each jurisdiction to provide Mutual Aid in the form of in-kind services by providing equipment and personnel to address public works related emergencies and natural disasters.

**W I T N E S S E T H:**

**WHEREAS**, the City has requested the County to maintain City dirt roads consisting of approximately 10.5 miles located generally within the Original Town Site which consists of an area of approximately one (1) square mile; and

**WHEREAS**, the City dirt roads are shown on the Street Map dated 10-3-2025, attached hereto as Exhibit “A” and by this reference made a part hereof, hereinafter referred to as “City Roads”; and

**WHEREAS**, the County has personnel and equipment to grade and maintain such City Roads, through its Road and Bridge Division; and

**WHEREAS**, the terms and conditions by which the County will maintain the City Roads are set forth herein; and

**WHEREAS**, the County and City also desire to establish a voluntary cooperation and operational assistance mutual aid relationship for disasters or emergencies, whether natural or manmade; and

**WHEREAS**, the County and City are close in proximity to each other such that it is to the advantage of each to receive and extend mutual aid to each other in the form of in-kind services to adequately respond to disasters or emergencies.

**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 and City 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 is for two (2) years, and will automatically renew every two (2) years unless either party provides 60 days written notice of their intent to terminate this Agreement.

(b) This Agreement shall be in effect from the date it is fully executed. This Agreement may be terminated at any time by the City or County for convenience of either party upon thirty (30) days written notice.

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

### **ROAD MAINTENANCE PROVISIONS**

## **SECTION 3. DUTIES AND RESPONSIBILITIES OF THE CITY**

- (a) The City will budget at least \$15,000 each year for stabilizer material. It is anticipated that the initial cost of stabilization materials will exceed the estimated \$15,000 due to the current condition of the City Roads.
- (b) The City shall be responsible for paying the cost of stabilized material placed on City Roads to be brought up to acceptable standards.
- (c) The City shall be responsible for paying the cost to operate the road grader as follows:

	<b><u>Cost</u></b>	<b><u>Duration</u></b>	<b><u>Amount</u></b>
Grader Operator/Use of Grader/Maintenance/Insurance*	\$65.46 per hour	Estimated to be 16 hours per week to be graded every 10 days	\$37,705
Fuel Cost approximately*	\$4.15 per gallon	\$4.15 x 40 gallons per day x 2 x 36 cycles	\$11,952
<b>Estimated annual cost*</b>			<b>\$49,657</b>

\*All costs to be evaluated annually and subject to change based upon mutually agreeable terms prior to budget approval for the following years.

- (d) The City shall accept and notify the County of all complaints and calls related to grading and keep records thereof, unless the complaint is such that the City considers it minor and will undertake a resolution of the complaint.

#### **SECTION 4. DUTIES AND RESPONSIBILITIES OF THE COUNTY**

- (a) The County will place the stabilized material necessary to bring all City Roads identified by this Agreement up to acceptable standards and thereafter to maintain the City Roads to such standards on a scheduled route pursuant to existing County policies and procedures.
- (b) The cost of hauling the stabilized material, including drivers, dump trucks and laying the material will be done by the County
- (c) The County shall respond to concerns and issues that affect the City Roads.
- (d) The County shall notify the City of issues regarding City Roads not covered by this Agreement.
- (e) The County will report the cost of stabilized material at any time requested by the City within ten (10 days).
- (f) The County will absorb the cost of trucking and spreading the stabilized material, with the expectation that the City pays for said material.
- (g) The County will make all reasonable efforts to use the 2024 or 2025 graders.
- (h) The County will maintain all necessary documentation related to the Federal Emergency Management Agency (FEMA) requirements, in order for the City to file a supportable claim with FEMA for damages and related costs for reimbursement.
- (i) The County estimates that each City Road will be graded every 10 days, but this is not a guarantee. Should delays in excess of 15 days occur, the County will notify the City in writing and provide an estimated start up timeframe.

#### **MUTUAL AID PROVISIONS**

#### **SECTION 5. PROCEDURES FOR REQUESTING IN-KIND ASSISTANCE.**

In the event that a party to this Agreement is in need of mutual aid assistance, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative

whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisor(s) if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

## **GENERAL PROVISIONS**

### **SECTION 6. 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 Fellsmere  
22 South Orange Street  
Fellsmere, FL 32948  
with a copy to the City Attorney

County: Indian River County Director of Public Works  
1801 27<sup>th</sup> 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; or (4) sent by electronic means. For purpose of duration, termination or modification of this Agreement electric notification shall not be used.

(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 or if sent by electronic means the date sent with proof of sending.

### **SECTION 7. INDEMNIFICATION, HOLD HARMLESS**

To the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes and any subsequent revisions thereto, each party agrees to indemnify, defend and hold harmless the other and respective elected officials, officers, and employees against any claim, action, loss, damage, injury, liability, cost or expense, including, but not by way of limitation, reasonable attorneys' fees and court costs, arising out of injury to persons, including but not limited to death, or damage to property caused by, directly or indirectly, in whole or in part, the negligence

of that party, in connection with this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

#### **SECTION 8. 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 of their sovereign immunity as it presently exists under the Florida Constitution and the laws of the State of Florida.

#### **SECTION 9. 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 or neuter, 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 10. 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 applies.

#### **SECTION 11. GOVERNING LAW, VENUE.**

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.

#### **SECTION 12. CONFLICT.**

To the extent of any conflict between this Agreement and any existing City or County agreement, this Agreement will be deemed to be controlling. This Agreement is not intended to amend or repeal any existing City or County ordinance.

#### **SECTION 13. 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 14. RECORDATION.**

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

#### **SECTION 15. 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 Section 163.01(11), Florida Statutes.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

By: \_\_\_\_\_  
Deryl Loar, Chairman

ATTEST: Ryan Butler,  
Clerk of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

APPROVED:

By: \_\_\_\_\_  
John Titkanich, County Administrator

Approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Christopher Hicks, Assistant County Attorney

**CITY OF FELLSMERE**, a municipal  
corporation created pursuant to the laws of the  
State of Florida

By: \_\_\_\_\_  
Jessica Salgado, Mayor

ATTEST: Maria Suarez-Sanchez  
City Clerk

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Armando Martinez, City Manager

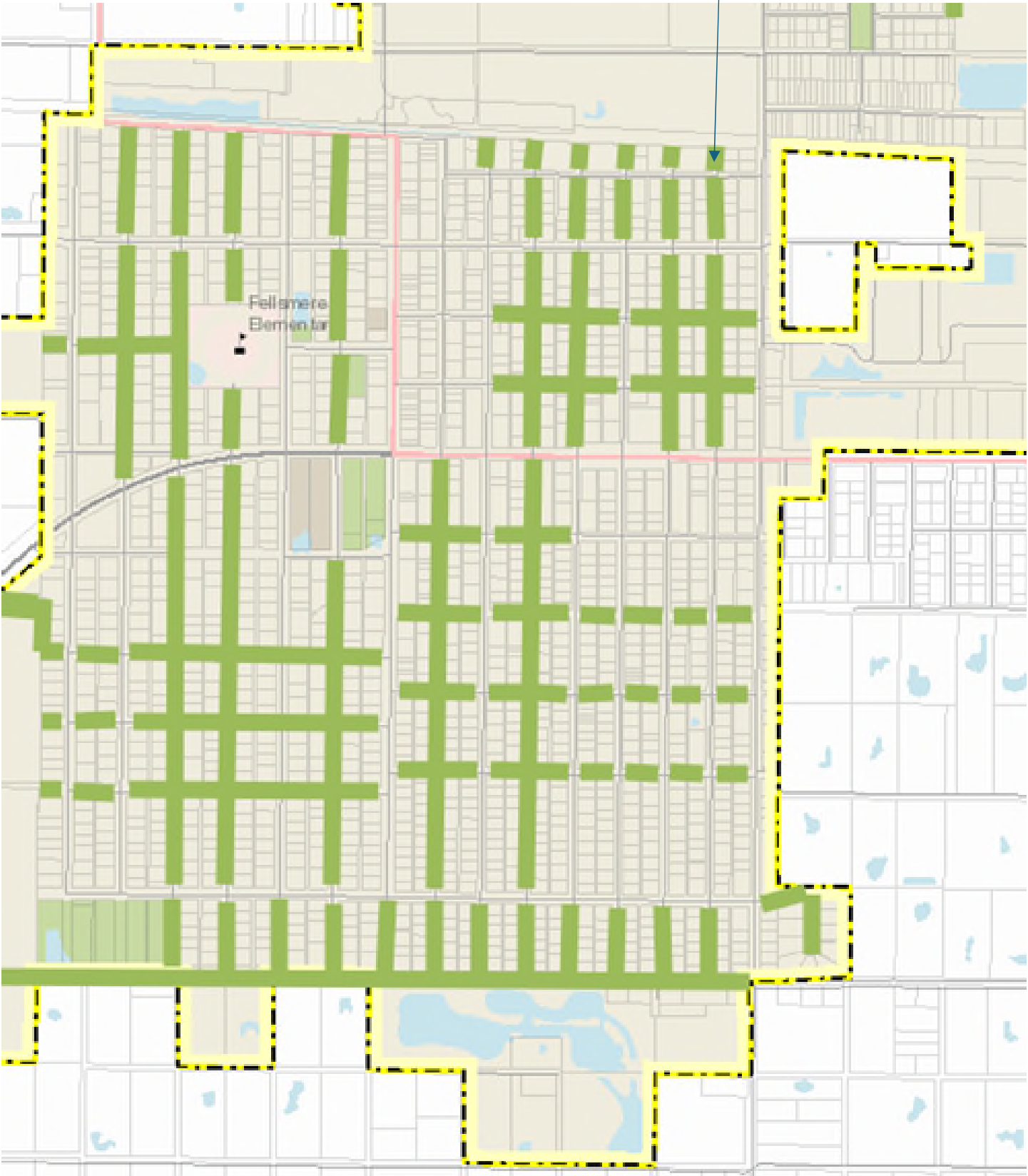
Approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Warren Dill, City Attorney

10.5 miles of roads require grading.



Typical road



NORTH

## Fellsmere Road Grading

N Oleander 512 to S Carolina	0.5
N Maple 512 to s Carolina	0.4
N Magnolia 512 to school	0.1
N Magnolia school to S Carolina	0.2
N Orange 512 to N of Wyoming	0.4
N Hickory N of Wyoming	0.1
N Bay 512 to N of Wyoming	0.4
N Elm 512 to Wyoming	0.4
N Lime 512 to Wyoming	0.4
N Mulberry 512 to N of Wyoming	0.4
Colorado N Myrtle to N Maple	0.2
Oregon N Broadway to N Willow	0.5
Idaho N Broadway to Willow	0.5
<b>Total North 512</b>	<b>4.5</b>

S Maple 512 to 89th Street	0.7
S Magnolia 512 to 89th Street	0.7
S Orange California to 89th Street	0.6
S Pine 512 to 89th Street	0.7
89th Street from S Willow to end W 89th	1.2
S Cypress 89th to Mass.	0.1
S Broadway 89th to Mass.	0.1
S Pine 89th to Mass.	0.1
S Hickory 89th to Mass.	0.1
S Elm 89th to Mass.	0.1
S Oak 89th to Mass.	0.1
S Lime 89th to Mass.	0.1
S Mulberry 89th to Mass.	0.1
S Broadway South of 89th	0.4
Palmetto Circle E of S Willow	0.2
Alabama S Myrtle to Broadway	0.4
Maryland S Myrtle to Broadway	0.4
Virgina S Myrtle to Broadway	0.4
Louisiana S Broadway to S Willow	0.5
Tennessee S Broadway to S Willow	0.5
Michigan S Broadway to S Elm	0.2
<b>Total South 512</b>	<b>7.7</b>

**Total Dirt Roads** **12.2**