

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER COUNTY, FLORIDA AND
THE CITY OF FELLSMERE, FLORIDA RELATING TO THE ANNEXATION OF
ENCLAVES**

THIS INTERLOCAL AGREEMENT is made on this ____day of,_____,
20__ between the CITY OF FELLSMERE, a municipal corporation located in Indian
River County, Florida, hereinafter referred to as "City," and INDIAN RIVER COUNTY, a
political subdivision of the State of Florida, hereinafter referred to as "County", each entity
constituting a "public agency" as defined in Part I, Chapter 163, Florida Statutes (2019).

WHEREAS, Section 163.01, Florida Statutes (2019), known as the "Florida Interlocal
Cooperation Act of 1969," authorizes local governments and public agencies to enter into
interlocal agreements with each other to jointly exercise any power, privilege, or authority
which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 171.046, Florida Statutes (2019), provides for annexation of
certain enclaves by interlocal agreement between the annexing municipality and the county
having jurisdiction of the enclave; and

WHEREAS, Section 171.046, Florida Statutes (2019), limits annexation by interlocal
agreement to enclaves of one hundred and ten (110) acres or less in size; and

WHEREAS, Section 171.031(13), Florida Statutes (2019), defines enclaves as
unincorporated developed or improved property bounded on all sides by a single municipality,
or bounded by a single municipality and by a natural or manmade obstacle that allows the
passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, the County and the City have determined that it is appropriate and will
promote efficient provision of governmental services for the City to annex certain enclaves;
and

WHEREAS, the parcels to be annexed via this Interlocal Agreement meet the
requirements set out in Sections 171.031(13) and 171.046, Florida Statutes (2019), as such
enclaves are developed or are improved, are one hundred and ten (110) acres or less in size,
and are completely surrounded by the municipality or are bounded by the municipality and
a natural or manmade obstacle that allows the passage of vehicular traffic to the enclaves only
through the municipality; and

WHEREAS, the County and the City agree that the parcels to be annexed via this
Agreement are subject to the Indian River County Comprehensive Plan, including the Future
Land Use Map, and the County Land Development Regulations until the City adopts a
Comprehensive Plan amendment to include the parcels to be annexed into the City,

NOW, THEREFORE, in consideration of the mutual representations, terms and

covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of the Agreement is to annex the unincorporated enclaves, identified in Exhibit "A", attached hereto and made a part hereof, into the City's municipal boundaries.

Section 2. Definitions

The following definitions apply to this Agreement:

1. The term "enclave" shall be defined as set forth in Section 171.031 (13) (a) and (b), Florida Statutes (2019).
2. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Annexation

The enclaves identified in Exhibit "A", which is attached hereto and made a part hereof, are hereby annexed into and are included in the corporate boundaries of the City.

Section 4. Future Land Use

The parcels to be annexed via this Agreement are subject to the Indian River County Comprehensive Plan, including the Future Land Use Map, and the County Land Development Regulations until the City adopts a Comprehensive Plan amendment to include the parcels to be annexed into the City.

Section 5. Effective Date

This Agreement shall take effect upon execution by both parties.

Section 6. Filing

Upon execution by both parties, a certified copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Indian River County.

Section 7. Notification

The City hereby acknowledges that it has provided written notice to all owners of real property located in the enclaves identified in Exhibit "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Indian River County Property Appraiser. The written notice described the purpose of the Agreement and stated the date, time, and place of the meeting in the City where this Agreement is to be considered

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for adoption. The written notice also indicated the name and telephone number of the Indian River County staff person to contact regarding the date, time, and place when the Indian River County Board of County Commissioners is to consider the adoption of this Agreement.

Section 8. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 9. Severability

In the event a court of competent jurisdiction hereof holds any section, paragraph, sentence, clause, or provision to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 10. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF FELLSMERE, FLORIDA

By: _____
Joel Tyson, Mayor

ATTEST:

Debbie C. Kr City Clerk

Date of City approval: _____

Approved as to form and legal
sufficiency:

By: _____
Warren W. Dill
City Attorney

INDIAN RIVER COUNTY, FLORIDA

ATTEST: Jeffrey R. Smith, Clerk
of Court and Comptroller

By: _____, Chairman
Board of County Commissioners

By: _____
Deputy Clerk

Date of BCC approval: _____

Approved as to form and legal
sufficiency:

By: _____
Dylan Reingold
County Attorney

