

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER COUNTY AND  
THE CITY OF VERO BEACH REGARDING CANAL CLEARING AT THE JACKIE  
ROBINSON TRAINING COMPLEX**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("County") and the CITY OF VERO BEACH, a Florida municipal corporation ("City").

**BACKGROUND RECITALS**

**Whereas**, The County and City agree that the canal at the Jackie Robinson Training Complex, which is located within the City limits, is overgrown with vegetation; and

**Whereas**, the County has agreed to hire a vendor to perform canal vegetation clearing, debris removal, and possible small scale de-watering, at the Jackie Robinson Training Complex and the City has agreed to reimburse the County for the cost of the canal clearing with stormwater utility funds, which will be available in the FY 25/26.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable considerations, and intending to be legally bound, the County and the City hereby and agree as follows:

1. **County Canal Clearing.** Upon execution of this Interlocal, the County agrees to hire and pay a vendor to clear the canal located at the Jackie Robinson Training Complex. The County vendor shall properly dispose of all material removed from the canal. The County has received a quote for the work in the amount of One Hundred and Three Thousand Dollars (\$103,000), which is attached as Exhibit A. Once the work is completed, the County agrees to send the City documentation to verify the completed work and also a receipt demonstrating the vendor has been paid in full. If the County vendor encounters unforeseen issues that would have the effect of increasing the attached quote for the work, the County agrees to obtain City consent for any change orders that would increase the cost of this work. The limits of work are shown in the Jackie Robinson Canal Clearing drawing, drawn by the City of Vero Beach Public Works Department and dated 4/2025 attached as Exhibit B. Any work performed beyond the limits shown is not considered a reimbursable expense. Canal clearing shall occur only when environmental conditions permit equipment access. Vegetation along the canal shall be cleared in a manner to minimize the potential for new bank erosion i.e., root systems and vegetation providing stabilization shall remain intact where possible.

2. **City Reimbursement.** The City agrees to reimburse the County the cost for the canal clearing, in an amount not to exceed One Hundred and Three Thousand Dollars (\$103,000). The City agrees to make this payment to the County out of its FY 25/26 stormwater utility funds and the payment will be made no later than September 30, 2026.

3. **Relationship of the Parties.** The County and the City are not partners or joint ventures or agents of each other with respect to the canal clearing project. The County's

intention is to help facilitate the canal clearing for one time and it does not intend to undertake any regular maintenance obligations for this canal.

**4. Notices.**

Indian River County:  
Indian River County  
Attn: Public Works Director  
1801 27<sup>th</sup> Street, Building A  
Vero Beach, Florida 32960

City of Vero Beach:  
Attn: City Manager

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. 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.

**5. Governing Law/Venue.** The validity, interpretation, construction, and effect of this agreement shall be in accordance with and governed by the laws of the State of Florida only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.

**6. Merger/Modification.** This agreement incorporates and includes all prior and contemporaneous negotiations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained herein. It is further agreed that no modification or amendment in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties.

**7. Invalidity/Severability.** If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

**8. Weather Delay.** The County intends to complete the project in Fiscal Year 2025, weather permitting. Should weather events lead to conditions that preclude the completion of the project, the County may delay work until conditions are suitable. This may lead to work being performed in Fiscal Year 2026. In the event of excessive or continuous rainfall that

materially prevents or delays the performance of the work described in this Agreement, either party shall have the right to terminate this agreement without penalty upon providing written notice to the other party. Upon such termination, the Contractor shall be compensated by the County for all work performed up to the effective date of termination, and both parties shall be released from any further obligations under this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the date first written above.

**BOARD OF COUNTY COMMISSIONERS OF  
INDIAN RIVER COUNTY ("County")**

By: \_\_\_\_\_  
Joseph Flescher, Chair

**Approved by BCC:** \_\_\_\_\_, 2025.

**Attested:**

By: \_\_\_\_\_  
Ryan Butler, Clerk of Courts

**Approved as to form and legal sufficiency:**

By: \_\_\_\_\_  
Jennifer W. Shuler, County Attorney

**Attested:**

By: \_\_\_\_\_  
Sherri Philo, City Clerk

**CITY OF VERO BEACH ("City")**

**Approved by City:** \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
John Cotugno, Mayor

By: \_\_\_\_\_  
Monte Falls, City Manager

**Approved as to form and legal sufficiency:**

By: \_\_\_\_\_  
John Turner, City Attorney

