



Office of the
City Manager

City of Vero Beach

1053 20th Place – P.O. Box 1389

Vero Beach, Florida 32961-1389

Telephone: (772) 978-4710 / Fax: (772) 978-4716

March 24, 2021

Mr. Jason E. Brown, County Administrator
Indian River County
1801 27th Street
Vero Beach, Florida 32960

Dear Jason,

As you know, the City of Vero Beach provides water and sewer service to the Town of Indian River Shores per a 2012 Franchise Agreement. The Town lies within the area shown as the "City Service Area" on Exhibit "A" of a 1989 Territorial Agreement executed by the City and Indian River County. A copy of that Agreement is attached for your convenience.

The 1989 Territorial Agreement contains specific guidance for the provision of water or sewer service related to the "City Service Area." Paragraph 3 of the Agreement states, "the County shall not provide water or sewer service within the City Service Area without the written approval of the City." If you would like to discuss this further, please give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Monte", with a stylized flourish at the end.

Monte K. Falls, P.E., City Manager
City of Vero Beach

MKF/hm

Enclosure

A G R E E M E N T

BETWEEN
INDIAN RIVER COUNTY
AND
THE CITY OF VERO BEACH

SETTING SERVICE AREAS FOR WATER AND
SEWER SERVICE; MEMORIALIZING CERTAIN
WATER AND SEWER ALLOCATIONS; AND
REPEALING PRIOR AGREEMENTS.

THIS AGREEMENT, made this 18th day of August
1989, by and between INDIAN RIVER COUNTY, a political
subdivision of the State of Florida (County), and the CITY
OF VERO BEACH, a municipal corporation organized under the
laws of the State of Florida (City);

W I T N E S S E T H :

WHEREAS, the City has for many years been a
provider of water and sewer services for the municipality
and certain other areas adjoining the municipality; and

WHEREAS, in recent years the County has
established its own water and sewer department and is
presently undertaking a major development program for
providing water and sewer services to the urbanizing areas
of the unincorporated part of the county and to parts of
other municipalities in the county; and

WHEREAS, the development of the County system is
at the point at which it is necessary and desirable for the
County and City to establish permanent boundaries for their
respective service territories for both water and sewer
service; and

WHEREAS, these boundaries should be drawn so that
the service can be provided efficiently taking into account,
where appropriate, municipal boundaries, existing utility
facilities, available plant capacities, and expected
population growth; and

WHEREAS, many agreements exist between the City
and the County which are no longer useful and which should
be superseded;

NOW; THEREFORE, for and in consideration of the premises, the agreements contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the City agree as follows:

1. This Agreement supersedes and cancels any and all prior agreements between the County and the City relating to water and sewer matters except for the water franchise agreement adopted by Indian River County Resolution No. 87-13, and except for the wastewater franchise agreement adopted by Indian River County Resolution No. 87-14, except that any prior agreements relating only to water allocation between the City and County shall remain in effect until changed by later agreement.

2. As between the City and the County, the City shall be responsible for providing water and sewer service to the area shown as "City service area" on the map attached as Exhibit "A." Exhibit "A" of this Agreement shall replace the map attached as an exhibit to the two franchises mentioned in paragraph 1 of this Agreement. The City shall not provide water or sewer service outside of this area without written approval of the County.

3. As between the City and the County, the County shall be responsible for providing water and sewer service to all areas within the county and outside of the City service area. The County shall not provide water or sewer service within the City service area without written approval of the City.

4. It is expressly understood by the parties that the County by executing this agreement is not relinquishing in any manner any rights that it may have to serve the area known as Baytree, located in the Town of Indian River Shores.

5. In full settlement of all claims by County for capacity allocation in the Vero Beach Wastewater Treatment

Plant (plant), City and County agree that the County shall have the permanent right to 400,000 gallons-per-day treatment capacity (the "Permanent County Allocation") at the plant. The County shall be a wholesale customer of the City and the County reserves the right to charge and collect, for County's own benefit, impact fees, base facility charges, commodity charges, and other utility costs, fees, and charges to any of its customers which reserve or use any plant capacity. The City shall treat the County in a nondiscriminatory and fair manner in all matters concerning this Agreement, including wholesale rate setting.

6. In addition, and for efficiency, the City authorizes the County to treat wastewater from the "Hospital Service Territory" (HST), as shown on attached Exhibit "A," at a County treatment facility in return for which the City plant will accept the higher of 200,000 gallons per day or such gallonage from the HST as is actually treated by the County ("Increased County Allocation"). This Increased County Allocation shall be in addition to the Permanent County Allocation. As long as the County, at County's sole option, provides treatment for the HST, the City shall not reduce the Increased County Allocation. On not less than 30 days' notice by the County, the County may cease the treatment of all or part of the HST wastewater, and the City may reduce its treatment of wastewater from the County area to the plant proportionately, but in no event to less than the Permanent County Allocation. The City shall retain ownership of its lift station in the HST.

7. The City is contractually obligated to provide Indian River Shores and the South Beach County area with sewer service in addition to serving the HST and the City itself. The City is willing, by future separate agreements, to let County use on a temporary basis any excess capacity existing between present and build-out needs. The City and County agree that commitment to the County for more capacity

than the Permanent County Allocation is based only on the City's best estimate of progress towards build-out and should this estimate be incorrect and a demand for service be made to the City by a person in the City's service territory, the City may be unable to provide the service. Accordingly, the County, in recognition of this possibility and in order to obtain such temporary excess capacity of the City plant over the Permanent County Allocation and over the Increased County Allocation, hereby agrees to indemnify, defend, save, and hold the City harmless from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the City providing the County with wastewater treatment service under the terms of this Agreement, and to take whatever steps are necessary and timely to provide County's own treatment plant capacity for County needs higher than the Permanent County Allocation. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the City for its own negligence.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth next to their signatures.

Dated: 9-19-89

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attest:

Jeffrey K. Barton
Deputy City Clerk
by D. J. [Signature]

Gary C. Wheeler
Gary C. Wheeler, Chairman

(SEAL)

Dated: August 16, 1989

CITY OF VERO BEACH, FLORIDA

Attest:

Phyllis A. Neuberger
City Clerk

Kenneth Macht
Kenneth Macht, Mayor

(SEAL)

Attachment: Exhibit "A"

Indian River Co.	Approved	Date
Admin.	<u>JRC</u>	9-13-89
Legal	<u>[Signature]</u>	8-22-89
Budget	<u>[Signature]</u>	9-6-89
Utilities	<u>[Signature]</u>	9-6-89
Risk Man.	<u>[Signature]</u>	

Approved as to form and
legal sufficiency:

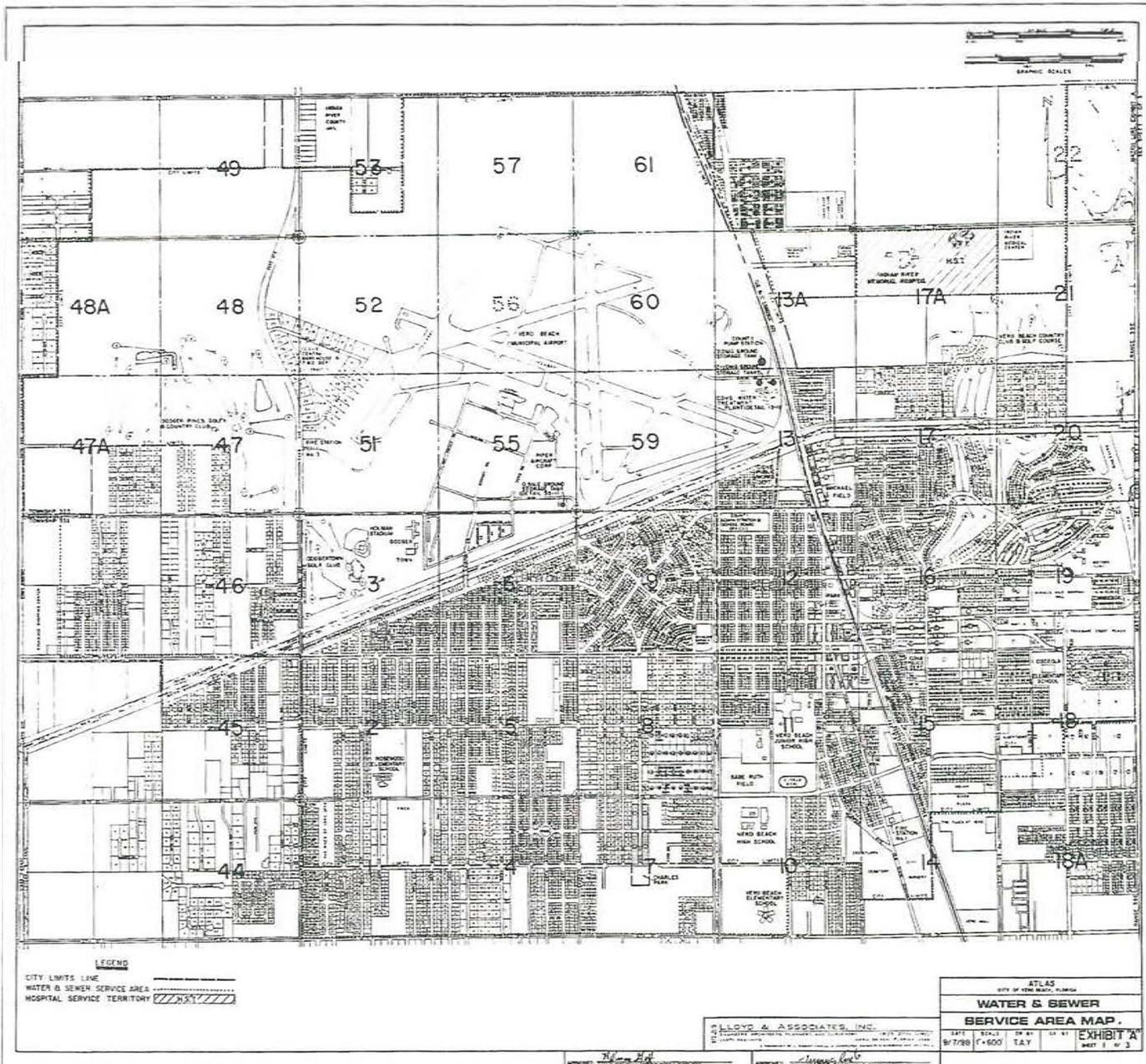


City Attorney

Approved as to technical
requirements:

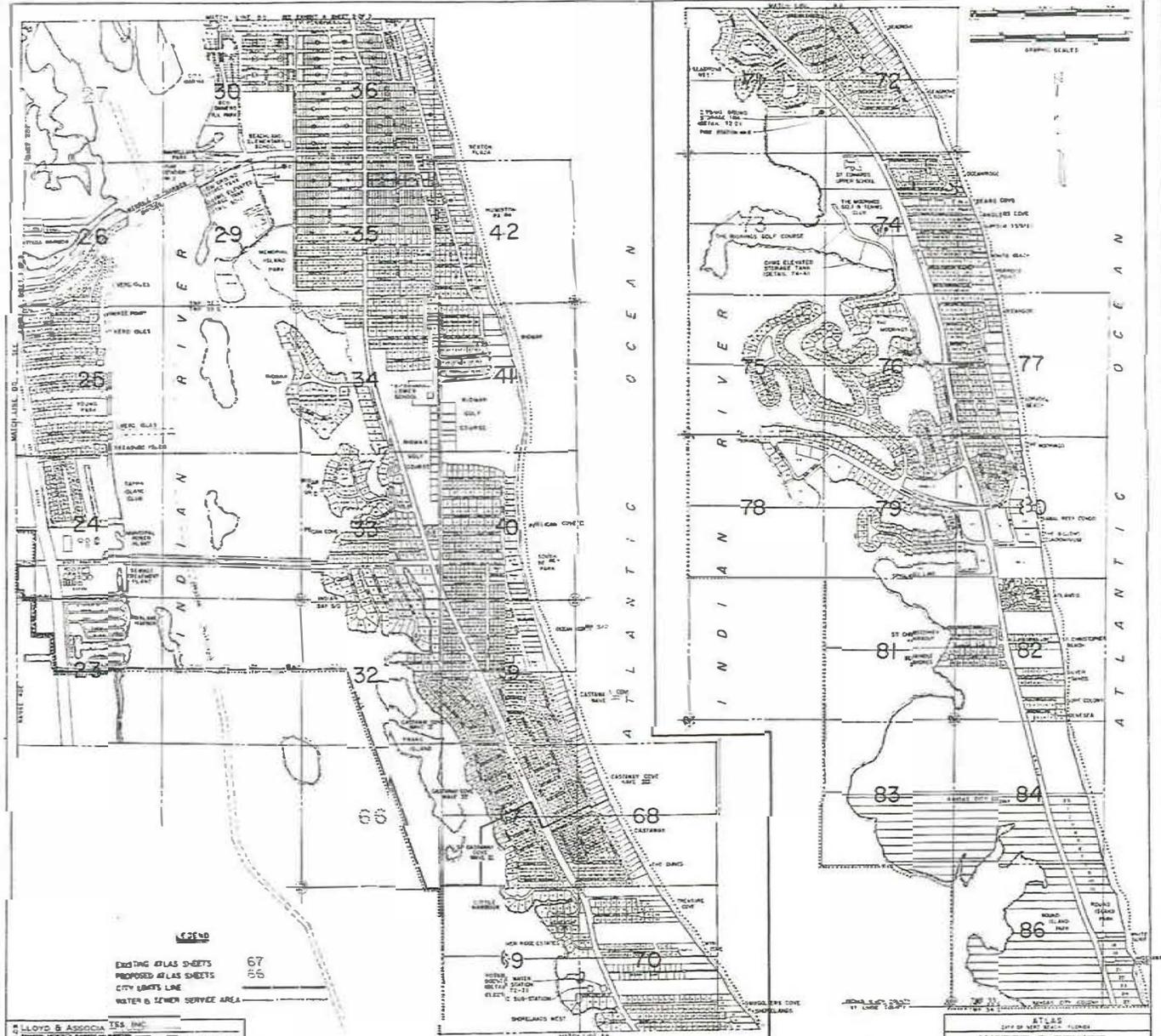


City Manager



LEGEND
 CITY LIMITS LINE
 WATER & SEWER SERVICE AREA
 HOSPITAL SERVICE TERRITORY

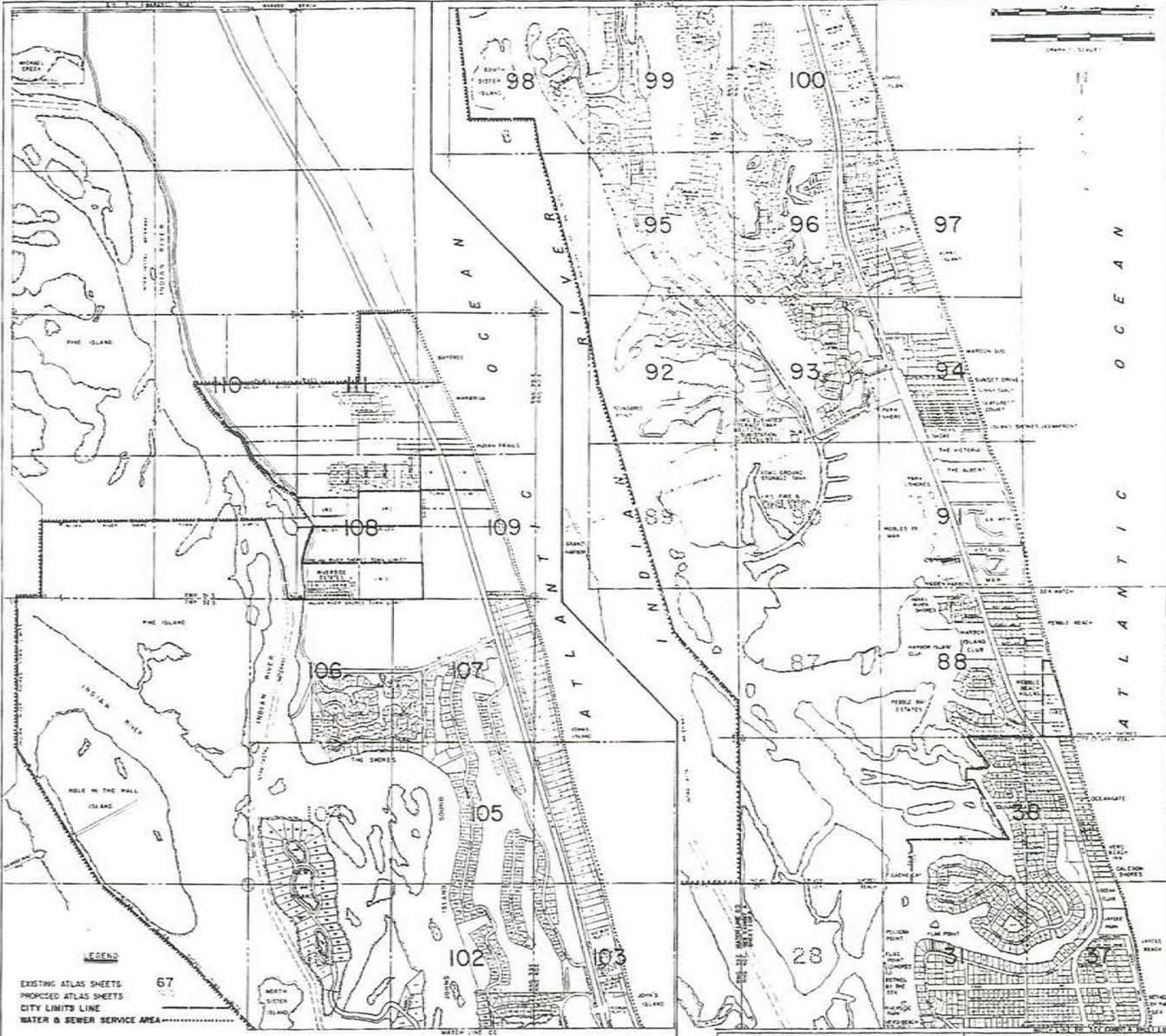
ATLAS
 CITY OF NEW BEACH, VIRGINIA
WATER & SEWER
SERVICE AREA MAP
 LLOYD & ASSOCIATES, INC.
 8/7/98 1"=500' T.A.Y. EXHIBIT 'A'
 SHEET 1 OF 3



LEGEND
 EXISTING ATLAS SHEETS
 PROPOSED ATLAS SHEETS
 CITY LIMITS LINE
 WATER & SEWER SERVICE AREA

HOKU LLOYD & ASSOCIATES, INC.
 ENGINEERING ARCHITECTURE PLANNING
 1000 N. W. 10th Street, Suite 1000
 Ft. Lauderdale, Florida 33304
 PHONE: (305) 555-1100
 FAX: (305) 555-1101
 APPROVED: *[Signature]*
 APPROVAL: *[Signature]*

ATLAS
 CITY OF WEST PALM BEACH, FLORIDA
**WATER & SEWER
 SERVICE AREA MAP**
 DATE: 6/13/87 1:500 44x54M 7.4x
 EXHIBIT "A"



LEGEND

EXISTING ATLAS SHEETS 67

PROPOSED ATLAS SHEETS

CITY LIMITS LINE

WATER & SEWER SERVICE AREA

LLOYD & ASSOCIATES, INC.
 1111 N. W. 10th St., Ft. Lauderdale, FL 33304
 PHONE: (305) 463-1111

ATLAS
 WATER & SEWER
SERVICE AREA MAP
 DATE: 11/13/87 SHEET NO. 600 EXHIBIT 1A