

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER COUNTY AND
THE CITY OF VERO BEACH REGARDING THE HUMISTON BEACH BOARDWALK
PROJECT**

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

A. The County and City share a common desire to reconstruct the historic Humiston Beach Boardwalk ("The Boardwalk Project") to provide a recreational amenity for Indian River County residents and visitors; and

B. The County has agreed to contribute to The Boardwalk Project and the County and City would like to clarify the terms of the County's financial participation.

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 agree as follows:

1. County Financial Contribution. The County will contribute up to \$400,000.00 (Four Hundred Thousand Dollars) towards The Boardwalk Project with the County's contribution not to be more than the City's portion of funding for the project, excluding federal or state grants or appropriations received towards the project.

2. Description of Project. The County's financial contribution shall only be used for construction costs for the boardwalk, including any ADA improvements to the boardwalk, and two pavilions.

3. State/Federal Funding. The amount of the County contribution shall be reduced proportionally by any state or federal grants or appropriations that the City receives for The Boardwalk Project. The City acknowledges that it has applied for federal FEMA funding, and it pledges to continue to pursue this funding in good faith and to use best practices in qualifying for federal monies. The City further agrees to provide an accounting at the conclusion of The Boardwalk Project and to return to the County any money it paid to the City in an amount equal to any state and/or federal funds received for the Boardwalk Project.

4. Payment Procedures.

a) The County shall make progress payments to the City based on approved payment requests that reimburse the City for The Boardwalk Project costs incurred in the fiscal year (Oct 1 – Sept 30) that the work was completed. The

deadline for the City to submit payment requests for the prior fiscal year is October 15th every year until the funds have been fully expended.

- b) The City payment requests shall include bid documents, invoices, and proof of payment to allow the County to validate the costs incurred.
- c) Payment requests shall be submitted to the County Office of Management and Budget.
- d) A full summary reconciliation of costs and funding shall be submitted to the County Office of Management and Budget upon completion and reimbursement of all funding sources.
- e) The City agrees to allow the County reasonable access to any records needed to verify payments for The Boardwalk Project including, but not limited to, books, papers, invoices, audits, and any other pertinent records.

5. Relationship of the Parties. The County and the City are not partners or joint ventures or agents of each other with respect to The Boardwalk Project. The County's pledge of financial contribution is not intended to create any third-party beneficiaries, and the County shall not be directly responsible for any payments to contractors or others related to The Boardwalk Project. The City shall hold the County harmless against any claims by parties supplying labor, materials or supplies for The Boardwalk Project.

6. Term. The term of this agreement shall commence upon adoption and execution of this agreement by both the County and City and shall run until The Boardwalk Project is completed, all funds incurred by the City are paid, and any federal/state appropriations are received. The term shall include any time necessary for the City to appeal a state/federal funding decision and any time necessary for the City to provide the County with a final project accounting. This agreement, once fully executed, shall be filed with the Clerk of the Circuit Court of Indian River County.

7. Assignment. This agreement is not assignable.

8. Termination. This agreement may be terminated as follows:

- a) By the County if the City fails to commence construction of The Boardwalk Project within three (3) years of the effective date of this agreement.
- b) By either party, for good cause shown, upon ninety (90) days' notice to the other party. Written notice of proposed termination shall be provided to the other party, detailing the good cause alleged. The parties agree that they will meet and confer, in good faith, to address the concerns of the other party prior to any official action being taken by either governing body.

9. Notices.

Indian River County:
Indian River County
Attn: County Administrator

1801 27th Street, Building A
Vero Beach, Florida 32960

City of Vero Beach:
Attn: City Manager
P.O. Box 1389
Vero Beach, FL 32961-1389

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.

10. 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.

11. 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.

12. 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.

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 Shuler, County Attorney

Attested:

By: _____
Sherri Philo, City Clerk

CITY OF VERO BEACH (“City”)

Approved by City: _____, 2025.

By: _____
John Cotugno, Mayor

By: _____
Monte Falls, City Manager

Approved as to form and legal sufficiency:

By: _____
John Turner, City Attorney