

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER COUNTY,
FLORIDA AND THE TOWN OF ORCHID, FLORIDA REGARDING
EMERGENCY BACKUP FACILITIES**

This INTERLOCAL AGREEMENT (hereinafter referred to as "ILA") is made and entered into this ____ day of _____, 20__, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and the TOWN OF ORCHID, a municipal corporation of the State of Florida (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the COUNTY and the TOWN recognize that natural disasters, public health emergencies, and other emergency situations may render the TOWN's facilities unusable for essential services; and

WHEREAS, the TOWN desires to maintain essential services, including, but not limited to building permitting and inspections; and

WHEREAS, the COUNTY owns and maintains certain properties and facilities that could serve as backup locations for the TOWN's essential services during such emergencies; and

WHEREAS, the COUNTY and the TOWN desire to establish a cooperative relationship to ensure the continuity of essential services for the residents of the TOWN during emergency situations; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY and the TOWN are authorized to enter into this ILA pursuant to their respective home rule powers and the provisions of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. PURPOSE

The purpose of this ILA is to establish the terms and conditions under which the COUNTY will allow the TOWN to use designated COUNTY property as a backup location for essential services during an emergency that renders the TOWN's facilities unusable.

2. DEFINITIONS

For the purposes of this ILA, the following terms shall have the meanings set forth below:

2.1. **"Emergency"** means any natural disaster, public health emergency, act of terrorism, or other situation that renders the TOWN's facilities unusable for essential services, as

determined by the TOWN's Mayor, Town Manager, or their designee, in consultation with the COUNTY's Emergency Management Director.

2.2. "**Essential Services**" means those services provided by the TOWN that are necessary for the health, safety, and welfare of the TOWN's residents, including but not limited to emergency management operations, public safety services, and critical administrative functions including permitting and inspections.

2.3. "**Designated Property**" means the COUNTY property or facilities designated in this ILA for use by the TOWN during an Emergency.

2.4. "**Activation**" means the TOWN's utilization of the Designated Property during an Emergency.

3. TERM AND TERMINATION

3.1. **Term.** This ILA shall become effective on the date of execution by both parties and shall remain in effect for a period of five (5) years, unless earlier terminated as provided herein.

3.2. **Renewal.** This ILA may be renewed for additional five (5) year terms upon written agreement of both parties.

3.3. **Termination.** Either party may terminate this ILA for any reason by providing ninety (90) days' written notice to the other party. Notwithstanding the foregoing, if the TOWN has activated the use of the Designated Property during an Emergency, this ILA shall not be terminated until the Emergency has ended and the TOWN has vacated the Designated Property.

4. DESIGNATED PROPERTY

4.1. **Property Description.** The COUNTY hereby designates the following property for use by the TOWN during an Emergency:

Parks & Recreation Facility near Hobart
5500 77th Street
Vero Beach, FL 32967
Parcel ID 31393300000500000003.0

4.2. **Permitted Use.** The TOWN may use the Designated Property solely for the purpose of providing Essential Services during an Emergency. The TOWN shall not use the Designated Property for any other purpose without the prior written consent of the COUNTY.

4.3. **Facilities and Equipment.** The Designated Property includes the following facilities and equipment that may be used by the TOWN during an Emergency:

1. Parks & Recreation Facility – conference room, administrative facilities, kitchen, restroom, storage. The facility may, and most likely will be a shared space in which TOWN and COUNTY employees will both be housed.
2. Furniture and equipment, including but not limited to, phones, computers, televisions, copier, fridge, coffee maker.
3. Access to internet.

4.4. **Modifications.** The TOWN shall not make any permanent modifications to the Designated Property without the prior written consent of the COUNTY. Any approved

modifications shall be made at the TOWN's expense and shall become the property of the COUNTY upon completion.

4.5. **Availability.** The parties understand that due to the nature of Emergencies the Designated Property may be unavailable. The COUNTY will make best efforts to provide suitable alternative space as available, but makes no guarantees to the availability of any space affected by an Emergency.

5. ACTIVATION PROCEDURES

5.1. **Request for Activation.** In the event of an Emergency, the TOWN may request Activation of this ILA by providing written notice to the COUNTY's Emergency Management Director or designee. In urgent situations, the TOWN may make the initial request verbally, followed by written confirmation within twenty-four (24) hours.

5.2. **Approval.** Upon receipt of a request for Activation, the COUNTY's Emergency Management Director or designee shall promptly review the request and, if appropriate, approve the TOWN's use of the Designated Property. The COUNTY shall not unreasonably withhold approval of a legitimate activation request.

5.3. **Notification.** Upon approval of an Activation request, the COUNTY shall notify the TOWN of:

1. Any specific instructions for accessing the Designated Property;
2. Any limitations or restrictions on the use of the Designated Property;
3. The name and contact information of the COUNTY representative who will coordinate with the TOWN during the Emergency.

5.4. **Duration.** The TOWN may use the Designated Property for the duration of the Emergency and for a reasonable period thereafter to transition back to the TOWN's facilities, not to exceed thirty (30) days after the end of the Emergency, unless extended by mutual agreement of the parties.

6. RESPONSIBILITIES OF THE PARTIES

6.1. COUNTY Responsibilities

The COUNTY shall:

1. Maintain the Designated Property in a condition suitable for its intended emergency use;
2. Provide the TOWN with access to the Designated Property, if available, upon approval of an Activation request. The Designated Property may include co-location with COUNTY staff;
3. Provide the TOWN with necessary information regarding the operation of the Designated Property's systems and equipment;
4. Designate a representative to coordinate with the TOWN during an Emergency;
5. Conduct joint inspections of the Designated Property with the TOWN on an annual basis to ensure its suitability for emergency use;
6. Provide reasonable assistance to the TOWN in setting up operations at the Designated Property during an Emergency.

6.2. TOWN Responsibilities

The TOWN shall:

1. Use the Designated Property only for the purposes specified in this ILA;
2. Comply with all applicable federal, state, and local laws, regulations, and ordinances while using the Designated Property;
3. Maintain the Designated Property in a clean and orderly condition during its use;
4. Promptly report any damage to the Designated Property to the COUNTY;
5. Vacate the Designated Property within the timeframe specified in Section 5.4;
6. Restore the Designated Property to its pre-Emergency condition upon vacating, reasonable wear and tear excepted;
7. Designate a representative to coordinate with the COUNTY during an Emergency;
8. Participate in joint inspections of the Designated Property with the COUNTY on an annual basis;
9. Develop and maintain procedures for the relocation of Essential Services to the Designated Property during an Emergency.

7. COSTS AND EXPENSES

7.1. Routine Maintenance. The COUNTY shall be responsible for the routine maintenance and upkeep of the Designated Property.

7.2. Operational Costs During Emergency. During an Emergency, the TOWN shall be responsible for the following costs associated with its use of the Designated Property:

1. Utilities consumed by the TOWN during its occupancy;
2. Consumable supplies used by the TOWN;
3. Any additional security or maintenance services requested by the TOWN;
4. Repair of any damage caused by the TOWN's use, beyond normal wear and tear.

7.3. Invoicing and Payment. The COUNTY shall invoice the TOWN for any costs incurred under Section 7.2 within sixty (60) days after the TOWN vacates the Designated Property. The TOWN shall pay all amounts properly due in accordance with such invoices within thirty (30) days of receipt.

8. INSURANCE AND LIABILITY

8.1. Insurance. The TOWN shall maintain, at its own expense, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the COUNTY as an additional insured. The TOWN shall provide the COUNTY with a certificate of insurance evidencing such coverage upon execution of this ILA and annually thereafter.

8.2. Property Insurance. The COUNTY shall maintain property insurance on the Designated Property. The TOWN shall be responsible for insuring its own equipment and personal property brought to the Designated Property.

8.3. Liability. To the extent permitted by law, each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, and agents. In no event shall either party be liable for the negligence of the other party.

8.4. Sovereign Immunity. Nothing in this ILA shall be construed as a waiver of either party's sovereign immunity under Section 768.28, Florida Statutes, or other limitations of liability afforded to the parties by law.

9. GENERAL PROVISIONS

- 9.1. **Entire Agreement.** This ILA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating to the same subject matter.
- 9.2. **Amendments.** This ILA may be amended only by a written instrument executed by both parties.
- 9.3. **No Third-Party Beneficiaries.** This ILA is intended solely for the benefit of the parties hereto and shall not create any rights in third parties.
- 9.4. **No Assignment.** Neither party may assign its rights or obligations under this ILA without the prior written consent of the other party.
- 9.5. **No Agency.** Nothing in this ILA shall be construed to create an agency, partnership, or joint venture, etc., between the parties.
- 9.6. **Governing Law.** This ILA shall be governed by and construed in accordance with the laws of the State of Florida.
- 9.7. **Venue.** Venue for any legal action arising out of this ILA shall lie in Indian River County, Florida.
- 9.8. **Severability.** If any provision of this ILA is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 9.9. **Waiver.** The failure of either party to enforce any provision of this ILA shall not be construed as a waiver of that provision or the right of the party to enforce that provision at a later time.
- 9.10. **Counterparts.** This ILA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.11. **Notice.** Any notice required or permitted under this ILA shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the COUNTY:

John A. Titkanich, Jr
County Administrator
1801 27th Street
Vero Beach, FL 32960

For the TOWN:

Cherry Stowe
Town Manager
9301 Highway A1A, Suite 201
Vero Beach, FL 32963

9.12. **Force Majeure.** Neither party shall be liable for any failure to perform its obligations under this ILA due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its obligations under this ILA.

9.13. **Survival.** Any provision of this ILA which, by its nature, would survive termination of this ILA shall survive such termination.

10. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date first written above.

INDIAN RIVER COUNTY, FLORIDA

By: _____
Deryl Loar, Chair
Board of County Commissioners

John A. Titkanich Jr.
County Administrator

ATTEST:

Ryan Butler, Clerk of Circuit Court

Approved as to form and legal sufficiency:

Christopher Hicks
Assistant County Attorney

TOWN OF ORCHID, FLORIDA

By: Robert A. Gibbons
Robert Gibbons, Mayor

[Signature]
Cherry Stowe
Town Manager

ATTEST:

[Signature]
Jane Garcia, Town Clerk

Approved as to form and legal sufficiency:

[Signature]
D. Johnathan Rhodeback
Town Attorney