This Interlocal Agreement ("Interlocal Agreement") is entered into as of the ___ day of ______, 2023 ("Effective Date"), between Indian River County, a political subdivision of the State of Florida ("County"), and the Sebastian River Improvement District, an independent special district of the State of Florida constituted as provided in Chapter 2007-309, Laws of Florida ("District").

Whereas, County desires to obtain a District roadway permit ("Permit") to cross 30-feet of District property for the construction of an access road to Fire Station 7 ("Access Road"); and

Whereas, District has future plans for this 30-feet of property for a canal to convey water to the west ("Conveyance Project"); and

Whereas, as a condition of issuing the Permit, District has required County to install a box culvert or other appropriate water channeling structure to convey stormwater under the Access Road ("Access Crossing Structure") upon implementation of the Conveyance Project; and

Whereas, County has requested deferral of the requirement to install the Access Crossing Structure to a future date when the Conveyance Project is implemented; and

Whereas, County and District agree that the installation of the Access Crossing Structure will be deferred until the Conveyance Project is implemented; and

Whereas, County agrees to be responsible for all costs associated with design and installation of the Access Crossing Structure upon implementation of the Conveyance Project; and

Whereas, with this assurance, District agrees to issue the roadway permit to cross 30-feet of District property for the construction of the Access Road.

- **NOW, THEREFORE**, in consideration of the foregoing and the mutual benefits, undertakings and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- Section 1. <u>Adoption of "Whereas" Clauses.</u> The foregoing "Whereas" clauses are true and correct and are incorporated herein.
- Section 2. <u>Installation of Access Crossing Structure</u>. In exchange for the issuance of a permit by District for a roadway permit to cross 30-feet of District property for the construction of the Access Road, County agrees to design and install, at County's sole expense, the Access Crossing Structure upon District's implementation of the Conveyance Project as depicted in the attached exhibit.
- (a) District shall provide written notice to the County that District is entering the design phase of the Conveyance Project at least 60 days prior to the time the design process commences. District shall provide written notice to County that it is implementing construction of the

Conveyance Project not less than one hundred eighty (180) days prior to commencing construction, which notice shall include an anticipated completion date for such Project ("Anticipated Completion Date").

- (b) County shall obtain District approval of the design of the Access Crossing Structure prior to commencing installation, which approval shall not be unreasonably withheld so long as the design provides for a maximum allowable head loss through the Structure that is not greater than 0.05 feet based upon design flow. The District and County shall confer to develop a mutually acceptable solution if the above maximum allowable head loss through the Access Crossing Structure is not obtainable due to the limited available width of the District drainage right-of-way.
- (c) County agrees to complete construction of the Access Crossing Structure not later than the Anticipated Completion Date. County further agrees that the Access Road shall be subject to removal by District if the Access Crossing Structure is not completed by the actual completion date of the Conveyance Project.

Section 3. <u>Indemnification of District</u>. Solely to the extent permitted by law, and in no event greater than the limits set forth in Florida Statutes, Section 768.28, the County agrees to fully defend, indemnify, protect and hold harmless the District, its agents, officials and employees from any actions, claims or demands which anyone (individual or corporation) may hereafter bring or assert on account of any damages or claims of any type whatsoever which may arise from this Agreement including, but not limited to, claims for contribution, indemnification, subrogation or for pro rata share of responsibility pursuant to the Tort Reform and Insurance Act of 1986 and subsequent amendments including all attorneys' fees, interest, and costs of any kind (not limited to taxable costs) associated with said lawsuits or claims and expressly agrees to pay all costs and attorneys' fees incurred in defending said lawsuits or claims and any resulting awards or judgments in full arising out of said lawsuits or claims, including interest thereon.

Section 4. <u>No Third-Party</u> Beneficiary. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the named parties, and no enforceable right or cause of action shall accrue hereunder to or for the benefit of any entity or individual not a named party hereto.

Section 5. Notices. Any notice required hereunder shall be in writing and shall be delivered by personal delivery, courier, express or overnight mail, or certified mail, return receipt requested, addressed to the appropriate party as follows:

If to County: Public Works Director

Indian River County 1801 27th Street

Vero Beach, Florida 32960

If to District: District Manager

Sebastian River Improvement District

c/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, Florida 33410

Section 6. <u>Filing</u>; <u>Effective Date</u>. This Agreement shall be filed with the Clerk of the Circuit Court of Indian River County, Florida, for recording in the public records of the County, and shall be effective as of the date of such filing.

IN WITNESS THEREOF, the parties have set their hands and seals as of the date entered above.

Attest:	INDIAN RIVER COUNTY
Clerk	By: Chair, Board of County Commissioners
	Approved as to legal form and sufficiency
	By:
Attest:	SEBASTIAN RIVER IMPROVEMENT DISTRICT
Secretary	By: Chair, Board of Supervisors