

**MEMORANDUM OF UNDERSTANDING CONCERNING
ELIZABETH LAHTI LIBRARY DIGITAL MESSAGE BOARD**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") made and entered into this 24th day of March, 2022 (the "Effective Date"), by and between the **Village of Indiantown**, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the "Village") and **Martin County**, a political subdivision of the State of Florida, (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the existing digital message board on the site of the Elizabeth Lahti Library in downtown Indiantown is in need of replacement; and

WHEREAS, the County and the Village find that it would be appropriate and mutually beneficial to share in the capital costs to replace the digital message board, as well as the repair costs and operational responsibilities relating to the new digital message board, as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1.0 **Recitals.** The recitals above are true and correct and hereby incorporated into and made a part hereof.
- 2.0 **Shared Capital Cost for Digital Message Board.** County agrees to procure, in accordance with the requirements of its Purchasing Manual, the Digital Message Board as well as construction services for the installation of the Digital Message Board. County shall invoice the Village for its fifty percent (50%) share of all costs associated with the purchase and installation of the Digital Message Board. Village shall pay such invoice in full within thirty (30) days after Village's receipt thereof.
- 3.0 **Repair and Maintenance of Digital Message Board.** The County will maintain the Digital Message Board in good repair, and will be responsible for all routine and programmed maintenance. Village agrees to pay for fifty percent (50%) of all repair and maintenance expenses which exceed Five Hundred Dollars (\$500.00). County shall invoice Village for its share of such expenses and Village shall pay such invoice within thirty (30) days after Village's receipt thereof. The County agrees to maintain the Digital Message Board on its insurance coverage schedules.

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4.0 **Operation of Digital Message Board.** The parties agree that the primary purpose of the Digital Message Board is to display information related to County and Village activities. The parties agree to each designate an authorized representative who will meet at least every six months to develop a programming content calendar. Such content calendar shall be subject to review and approval by the County Administrator and Village Manager or designees. The parties agree the Village and the County shall be responsible for programming their respective approved content.

5.0 **Term.** This Agreement shall remain in effect for the useful life of the Digital Message Board, which is anticipated to be no less than ten years, barring premature catastrophic loss of the Digital Message Board. If the County Administrator determines that the Digital Message Board has become damaged to the extent that it is impractical to repair, or to replace with insurance proceeds, this Agreement shall terminate.

6.0 **Dispute Resolution.** Disputes under this Agreement relating to invoices or any other matter relating to this Agreement may be resolved by the County Administrator and the Village Manager, or their respective designees. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such authorized representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, prior to initiating any legal proceeding, the parties shall first select a mutually acceptable mediator to conduct a mediation of the issues involved. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

7.0 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and as elected by the person giving such notice, hand delivered by messenger or courier service, telecommunicated (email or fax), or mailed by certified mail (postage prepaid), return receipt requested, addressed to:

As to Martin County:

Martin County Administrator
2401 SE Monterey Road
Stuart, FL 34996

With a copy to:

Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

As to the Village of Indiantown:

With a copy to:

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Village Manager
Village of Indiantown
PO Box 398
Indiantown, FL 34956-0398

Village Attorney
Village of Indiantown
PO Box 398
Indiantown, FL 34956-0398

or such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered, or on the day telecommunicated, or on the date upon which the return receipt is signed, or delivery refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DATED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS
COUNTY ATTORNEY

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DATED: 03/30/2022

ATTEST:

Susan Owens
SUSAN OWENS, VILLAGE CLERK
Jennifer Norris, Assistant to Village Clerk



VILLAGE OF INDIANTOWN

Jacqueline Gary Clarke
JACQUELINE GARY CLARKE, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Wade C. Vose
WADE C. VOSE, VILLAGE ATTORNEY

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