

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTED FUNDS FOR THE
JUPITER ISLAND BEACH RE-NOURISHMENT PROJECT**

This MEMORANDUM OF AGREEMENT (“Agreement”), dated _____, 2025 is made by and between MARTIN COUNTY, Florida, political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (“COUNTY”) and the TOWN OF JUPITER ISLAND, a municipal corporation in the State of Florida, 2 Bridge Road, Hobe Sound, FL 33455 (“TOWN”).

WITNESSETH:

WHEREAS, the COUNTY implements the St. Lucie Inlet Management Plan (“Plan”), last updated and adopted by the State of Florida on September 15, 2023; and

WHEREAS, the COUNTY and the TOWN desire to cooperate in efforts to place sand on the beaches within the TOWN’s boundaries in connection with a beach re-nourishment and storm recovery project in accordance with the Plan; and

WHEREAS, the COUNTY and the TOWN entered into an Interlocal Agreement dated October 28, 2014 pertaining to the St. Lucie Inlet Management Plan (Inlet Interlocal); and

WHEREAS, Section 2.3 of the Inlet Interlocal provides that the COUNTY and the TOWN will participate in joint sand placement projects to save on mobilizations and other costs in bypassing sand to the beaches on Jupiter Island in accordance with the Plan; and

WHEREAS, the current Project under the Plan consisted of dredging and placement of 1,500,000 cubic yards of sand, removed from the TOWN’s offshore borrow site and placed in accordance with the TOWN’s permitted fill template. The Project was completed on April 20, 2025; and

WHEREAS, the TOWN complied with all permit conditions and obligations associated with the Project.

WHEREAS, the COUNTY is required to participate in the bypassing of sand to the most critically eroded beaches south of the Inlet under the Plan; and

WHEREAS, on average approximately 163,000 cubic yards of sand must be bypassed south; and

WHEREAS, the COUNTY works with the TOWN to remove inlet sand material and deposit it in the TOWN’s permitted offshore borrow site; and

WHEREAS, the COUNTY has placed approximately 363,814 cubic yards of inlet sand in the TOWN’s offshore borrow site since the update of the St. Lucie Inlet Management Plan adopted by the State of Florida on September 15, 2023; and

WHEREAS, the COUNTY has historically paid the TOWN for 500,000 cubic yards of sand that is brought to the shore from the borrow site under the Plan; and

WHEREAS, for the completed Project, the cost of 500,000 cubic years of sand was \$11,615,000 (“County Project Funds”); and

WHEREAS, at the end of 2024, the TOWN was obligated with funding agreements from the Federal Emergency Management Agency (FEMA Funds) and the Florida Department of Environmental Protection (FDEP Funds) for the Project; and

WHEREAS, because of the TOWN's outstanding funding efforts, the TOWN was able to fully fund the restoration requirements of 1.2 million cubic yards of sand under the Plan with Federal and State funds and does not need the County Project Funds to meet the requirements under the Plan; and

WHEREAS, in addition to the 1.2 million cubic yards bid for construction of the project, the TOWN added an additional 300,000 cubic yards of sand for the Project; and

WHEREAS, the COUNTY desires to utilize a portion of the unused County Project Funds to pay \$6,969,000 for the additional 300,000 cubic yards of sand; and

WHEREAS, after payment for the additional 300,000 cubic yards of sand in the amount of \$6,969,000, there will be a surplus of the unused County Project Funds in the amount of \$4,646,000; and

WHEREAS, the State of Florida participates in cost-sharing for the Project and reimburses the COUNTY for 50% of its funding obligation for the sand under the Plan; and

WHEREAS, the COUNTY desires to allow the TOWN to utilize up to \$2,323,000 which equals 50% of the remaining unused County Project Funds (50% of the cost of the remaining 200,000 cubic yards of sand) for resiliency projects, which include water and sewer conversion, beach restoration, or other environmental projects.

NOW, THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

1. The recitals above are incorporated into this Agreement by reference.
2. The COUNTY agrees to pay the TOWN a total of \$9,292,000, which includes \$6,969,000 for the cost of construction of 300,000 cubic yards for the 2025 Project plus \$2,323,000 which will be used for a future TOWN resiliency project(s) as described above.
3. The TOWN agrees that the COUNTY has fulfilled its funding obligations under the Plan, including its requirements to provide 500,000 cubic yards of sand for the Project boundaries more particularly described in Exhibit "A" which is attached and incorporated herein.
4. The TOWN has obtained bids in accordance with all applicable Florida Statutes and TOWN requirements. Based on the lowest qualified bid received, the total Project unit price, as reflected in Exhibit "B" of this Agreement is \$23.23 per cubic yard.
5. The TOWN agrees to utilize 50% of the surplus of County Project Funds in the amount of \$2,323,000 for a resiliency project(s) and agrees to provide documentation demonstrating how the County Project Funds were expended to the COUNTY upon request.

6. TOWN shall be solely responsible for maintenance, replacement, and repair of the Project, and COUNTY shall have no responsibility for such maintenance, replacement, and repair of the Project.
7. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representative and the TOWN's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a non-binding mediation of the issues involved and make a recommendation to both parties in order to settle the dispute. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.
8. COUNTY and TOWN agree to jointly hold construction meetings, if needed, with the contractor engaged to construct the Project. The parties agree to designate in writing their representatives for such meetings.
9. This Agreement may be amended only by a written document duly executed by both parties.
10. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, 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 in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representations or agreements, whether oral or written.
11. 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 person 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.
12. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 Monterey Road

Stuart, FL 34996

Required Copy to:
County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

TOWN:

Town Manager
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed.

13. The Project Manager for the TOWN is John Duchock, P.E., Assistant Town Manager (772-545-0187).
14. This Agreement shall remain in effect during the construction of the Project and for the useful life of the Project. The useful life of the Project is defined as the period of time between the Town's re-nourishment projects.
15. Except as otherwise provided in this Agreement, neither party shall be deemed in default or in breach of the Agreement to the extent it shall be unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either party which was not avoidable in the exercise of reasonable care and foresight.
16. To the extent permitted by Florida Law, and as limited in accordance with Section 768.28, Florida Statutes, the parties agree to be responsible for all claims, actions, demands, suits, losses, expenses (including attorney's fees), judgments and liabilities arising out of or from the acts, negligence or misconduct of themselves and their agents, officers, directors, employees, members, or managers occurring in connection with this Agreement. Provided however, nothing herein shall be construed as a waiver of the sovereign immunity afforded either party by the Florida Constitution, a waiver of the provisions of Section 768.28, Florida Statutes, or a consent to be sued by third parties.

17. The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.
18. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.
19. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.
20. This Agreement may not be assigned by either party.

IN WITNESS WHEREOF, the parties hereto have caused these this Agreement to be executed on the above date.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

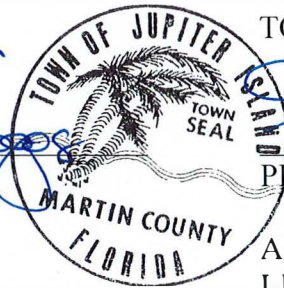
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ELYSSE ELDER
ACTING COUNTY ATTORNEY

ATTEST:


KIMBERLY KOGOS
TOWN CLERK



TOWN OF JUPITER ISLAND


PENELOPE TOWNSEND, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


THOMAS J. BAIRD
TOWN ATTORNEY