

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER ISLAND
AND MARTIN COUNTY - BEACH PARKING**

This Interlocal Agreement is made by and between the Town of Jupiter Island ("TOWN") and Martin County ("COUNTY").

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to the Florida Interlocal Agreement Act of 1969, Section 163.01, Florida Statutes; and

WHEREAS, COUNTY owns and operates the Hobe Sound Beach Park ("Beach") located east of the intersection of S.E. Beach Road and S.E. Bridge Road within the corporate limits of TOWN; and

WHEREAS, TOWN maintains its Town Hall at 2 S.E. Bridge Road, near the Beach; and

WHEREAS, TOWN is willing to make parking spaces available to the public using the Beach, subject to the terms and conditions set forth herein; and

WHEREAS, this Interlocal Agreement constitutes the complete agreement between COUNTY and TOWN in regard to the subject matter hereof.

NOW, THEREFORE, TOWN and COUNTY, in consideration of the mutual benefits, promises and considerations hereinafter set out, agree as follows:

1. The above recitals are incorporated in this agreement.
2. TOWN agrees to allow free public parking for Beach use on all Saturdays, Sundays, and national holidays (as defined in 5 U.S.C. §6103) from sunrise to sunset for no more than fifty-four vehicles in the parking spaces, as currently designated by lines and concrete parking bumpers, at the Town Hall site. However, in TOWN's sole discretion: (1) TOWN may modify the configuration of the parking spaces and may reduce the number of parking spaces; (2) TOWN may reserve use of all or a portion of the parking spaces for special TOWN purposes such as celebrations or special gatherings; and (3) TOWN may suspend such parking arrangement for a specified period of time.
3. The parties agree to the following regulations ("Regulations") regarding the public's use of the Town Hall parking area:
 - a. Parking shall be for beach access only.
 - b. The driveway from Bridge Road to the Town Hall parking area shall be the sole ingress and egress for the parking, and the Pitou Trail entrance shall not be used. There shall be no recreational or other activities on this driveway.

c. Parking shall occur only within vehicle parking spaces designated by lines and concrete parking bumpers. No trailers, boats on trailers or the like may be parked on the Town Hall site.

d. Pedestrian traffic to and from the parking area shall be as directed by TOWN signage. There shall be no trespassing on the Town Hall site by the public on areas that are outside the parking area or designated pedestrian paths (e.g. vegetated areas, buildings, sidewalks and walkways adjacent to the buildings).

e. There shall be no picnicking, bicycling or any other activities other than parking allowed on the Town Hall site.

f. There shall be no changing of clothing on the Town Hall site.

g. Alcoholic beverage possession and consumption, and littering of any kind, shall be prohibited.

h. All domestic pets shall be leashed and shall not be allowed to leave the paved areas. Persons in control of said pets shall be required to clean up after said pets and dispose of the excreta in a proper container.

Violation of the Regulations by individuals shall subject such individuals to traffic control, alcoholic beverage, littering and trespass laws. COUNTY will coordinate with the Martin County Sheriff's Department regarding patrol and enforcement of Regulations.

In addition, TOWN law enforcement may patrol and enforce these Regulations. Vehicles in violation of the Regulations may be towed by COUNTY or TOWN. TOWN agrees to provide appropriate signage on the Town Hall site regarding the Regulations. Failure by members of the public to comply with the Regulations shall not be deemed a breach of this Agreement by COUNTY or TOWN.

4. COUNTY shall pick up all litter from the Town Hall site no less than once daily for all Saturdays, Sundays and national holidays, except when TOWN has reserved the Town Hall parking area for TOWN or has suspended or terminated the beach parking arrangement. Any other maintenance of the Town Hall site shall remain the obligation of TOWN.

5. To the extent of the waiver of sovereign immunity provided by Sec. 768.28, Fla. Stat., COUNTY assumes responsibility for all claims by, and liability to, third parties arising out of the public use of the Town Hall parking area on Saturdays, Sundays and national holidays, other than the weekends reserved by TOWN, and agrees to hold TOWN harmless from any such claims or liability. This provision shall not be deemed a waiver or expansion of the sovereign immunity afforded COUNTY or

TOWN by the Florida Constitution or Sec. 768.28, Fla. Stat. or a consent to be sued by third parties.

6. The parties agree to actively pursue, establish and maintain a businesslike, responsible and responsive working relationship with each other. The parties agree to establish regular times for their representatives to meet to review operations, reports and other data and information relating to the implementation of this Agreement.

7. Disputes under this Interlocal Agreement may be resolved by COUNTY's Authorized Representative and TOWN's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and if the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to share equally the cost of mediation.

8. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Martin County. No remedy is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

9. This agreement shall be for a term of one year and shall automatically be renewed for successive one year periods on the anniversary dates of this agreement unless earlier terminated by either party. Either party may terminate this agreement, without cause, upon thirty days' prior notice in writing to the other party; provided, however, that the provisions of Section 5 shall survive any such termination.

10. Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent certified or registered mail, postage prepaid, to the parties Authorized Representatives as follows:

To COUNTY: If by Hand or By Mail:

County Administrator
Martin County board of County Commissioners
2401 SE Monterey Road Stuart, FL 34996

To TOWN: If by Hand or By Mail:

Town Manager

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on
the dates as indicated.

ATTEST

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

HAROLD JENKINS, CHAIRMAN

Date Signed: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SARAH W. WOODS, COUNTY ATTORNEY

(SEAL)
ATTEST:

TOWN OF JUPITER ISLAND, FLORIDA

By: _____
WHITNEY D. PIDOT, MAYOR

By: _____
VANESSA MUTCHNIK, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Date Signed: _____

By: _____
JOHN C. RANDOLPH, TOWN ATTORNEY