

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE  
AND MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Understanding ("MOU") dated \_\_\_\_\_ is made between Martin County, a political subdivision of the State of Florida ("County"), and the District Board of Trustees of Indian River State College, a body corporate existing under the laws of the State of Florida ("Trustees").

WHEREAS, in 1998 the parties entered into an Interlocal Agreement, recorded in O.R. Book 1326, Page 941, and a Lease, recorded in O.R. Book 1326, Page 962, both of the Public Records of Martin County, Florida, to jointly provide library and parking facilities at the Trustee's Chastain Center and commonly known as the Robert Morgade Library ("site"); and

WHEREAS, the County has established a commuter bus service which connects to Palm Tran in Palm Beach County; and

WHEREAS, the County would like to offer eight (8) designated parking places in the Robert Morgade Library's parking lot for such commuter customers; and

WHEREAS, the parties recognize the benefit of public transit to the citizens of Martin County and to the students, faculty and staff of Indian River State College.

NOW THEREFORE, the parties agree as follows:

1. The purpose of this MOU is to describe the terms and conditions by which the County and the Trustees agree to the use of a portion of the parking located at the site.
2. The term of use of this site for the purposes stated herein is for three (3) years, beginning \_\_\_\_\_, 2019 and ending \_\_\_\_\_, 2022, unless terminated earlier by either party for any reason upon forty-five (45) days prior written notice provided in accordance with Article 18 of the Lease.
3. The parties agree that no more than eight (8) parking spaces located as depicted in Exhibit "A" attached hereto and incorporated herein, shall be designated for use by Park and Ride patrons of the Martin County Transit Service.
4. The County shall be responsible for signage of the designated parking spaces. The signage design and placement shall be mutually agreeable by both the County and the Trustees. All other maintenance responsibilities shall remain as set forth in the Lease.

5. All improvements made to the site as a result of this MOU, must be removed by the County at the termination of this MOU.

IN WITNESS WHEREOF, the Trustees and the County have caused this Memorandum of Understanding to be signed by their respective duly authorized officers.

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK  
OF THE CIRCUIT COURT AND  
COMPTROLLER

\_\_\_\_\_  
EDWARD V. CIAMPI, CHAIR

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
KRISTA A. STOREY, COUNTY ATTORNEY

[SEAL]

**WITNESS:**

  
\_\_\_\_\_  
Signature

Andrew Treadwell

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

Suzanne Parsons

\_\_\_\_\_  
Print Name

**DISTRICT BOARD OF TRUSTEES OF  
INDIAN RIVER STATE COLLEGE**

  
\_\_\_\_\_  
JOSE L. CONRADO, CHAIR

  
\_\_\_\_\_  
EDWIN R. MASSEY, PH.D, PRESIDENT

STATE OF FLORIDA

County of St. Lucie

The foregoing Memorandum of Understanding was acknowledged before me this 23rd day of April, 2019, by Jose Conrado and Edwin R. Massey, Chairman and President, respectively, of the District Board of Trustees of Indian River State College, a body corporate existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing Memorandum of Understanding as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein stated, and that such instrument is the act and deed of such body corporate.

WITNESS my hand and official seal this 23rd day of April, 2019.

Suzanne Parsons  
NOTARY PUBLIC

My Commission expires: 10/14/19  
[SEAL]



Exhibit A

Morgade Library Park and Ride Parking Spaces

