

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF INDIANTOWN
AND MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Understanding (MOU) dated March 21, 2018 is made between Martin County, a political subdivision of the State of Florida (County), and the Village of Indiantown, a Florida Municipal Corporation (Village). The parties agree as follows:


1. The purpose of this MOU is to describe the terms and conditions by which the County will allow the Village use of a portion of the County owned building located at the Martin County Intergovernmental Complex, 16550 SW Warfield Blvd., Indiantown, FL; use will be shared with other governmental agencies and is shown as the "Village of Indiantown Shared Use Area" in Exhibit "A" (Site); attached hereto and made part hereof.
2. The term (Term) of use of this Site by the Village is from March 22, 2018 until terminated by either party with three (3) months prior written notice.
3. The Village shall use the Site solely and exclusively for temporary use as a main office for the Village during the Term of this MOU. The Village agrees that its hours of operation shall be limited to 8 a.m. to 5 p.m., Monday through Friday, and on evenings and weekends as needed with five (5) days prior written notice. The Village shall not be responsible for the cost of utilities, except for any telecommunications services it incurs.
4. The Village accepts the Site in "as is" condition. The Village shall be responsible for returning the Site to County at the end of the Term in broom clean condition, as well as in the same condition as at the commencement of this MOU. The Village shall be responsible for repairing any damage to the Site caused by the Village's occupancy of the Site.
5. The Village agrees to be responsible for the negligent acts of its officers, agents and employees. The County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Village or by any person whosoever may at any time be using or occupying or visiting the Site, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Village or of any occupant, visitor or user of any portion of the Site. The Village specifically agrees that the Village shall be solely responsible and liable for all property stored or placed on the Site and that all risk and damage or loss of such property shall rest with the Village. The Village hereby waives all claims against the County for damages to the property of the Village in, on or about the Site, and for injuries to persons or property in or about the Site, from any cause arising at any time during the Term of this MOU.
6. The Village will provide the County with proof of Comprehensive General Liability Insurance prior to occupying the Site and will maintain this Insurance throughout the Term of this MOU. This Insurance shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly, from the exercise of the use granted under this MOU.

Insurance coverage shall have minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit of bodily injury liability. Such insurance policy shall include the County as an additional insured and include a waiver of subrogation.

7. All improvements made to the Site must be pre-approved in writing by the County and, at the sole discretion of the County: said improvements shall remain or be removed by the Village at the termination of this MOU. All improvements made to the Site are subject to permitting with the appropriate governmental authority having jurisdiction.


IN WITNESS WHEREOF, the Village 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**




DON DONALDSON,
DEPUTY COUNTY ADMINISTRATOR

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



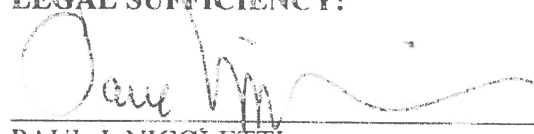
SARAH WOODS,
COUNTY ATTORNEY

VILLAGE OF INDIANTOWN, FLORIDA



TERESA LAMAR-SARNO,
VILLAGE MANAGER

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



PAUL J. NICOLETTI,
VILLAGE ATTORNEY

Exhibit "A"

Martin County Intergovernmental Complex

GRAPHIC SCALE



FLOOR PLAN



Village of Indiantown
shared use area

FLOOR PLAN



UPPER TOWER PLAN

