

MEMORANDUM OF UNDERSTANDING

BETWEEN

FOREST LAKE PROPERTY OWNERS' ASSOCIATION, INC.

AND

INDIAN RIVER COUNTY, FLORIDA

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between Forest Lake Property Owners' Association, Inc., a Florida not-for-profit corporation ("Association"), and Indian River County, Florida, a political subdivision of the State of Florida.

Recitals

WHEREAS, the Association desires to maintain enhanced landscaping within the right-of-way along the 1st Street, S.W. street frontage, for aesthetic purposes; and

WHEREAS, the County agrees to permit the Association to install and maintain the enhanced landscaping within the right-of-way along the 1st Street, S.W. street frontage;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Association and County hereby agree as follows:

1. The foregoing recitals are true and incorporated as if fully restated herein.
2. Association agrees to install and maintain all landscaping materials, fertilization, and irrigation along the 1st Street, S.W. street frontage, in the County's right-of-way, at the Association's own cost and expense, in accordance with the approved right-of-way permit.
3. County agrees to permit the Association to perform the work described herein on an as-needed basis as determined by the Association, and except for the initial permit fees, the County waives any other annual permit or application fees which might otherwise be associated with work as described herein within the County right-of-way.
4. This MOU may only be modified in writing by mutual agreement of both parties.
5. The Association shall defend, hold harmless, and indemnify the County, including its County's commissioners, employees, and agents from and against any and all claims, causes of action, losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to the Association's negligence, intentional misconduct, or violation of this MOU or applicable law.

6. **General Liability Insurance:** The Association shall obtain and keep in force a general liability insurance policy, occurrence based, with a general aggregate limit of no less than \$300,000.00 and a single occurrence limit of \$200,000.00. The County shall be named as additional insured.

Workers Compensation and Employees Liability: The Association shall ensure that any contactor or subcontractor providing labor pursuant to this MOU shall maintain Workers Compensation in accordance with the laws of the State of Florida.

Automobile Insurance: If applicable, the Association shall ensure that any contractor or subcontractor providing labor pursuant to this MOU shall maintain Automobile Insurance in accordance with the laws of the State of Florida. Evidence of insurance required per this MOU must be submitted to the County annually by May 1st of every year.

7. If the Association does not comply with the terms of this MOU and the requirements of the right-of-way permit, County has the authority to remove the landscaping and irrigation in the County's right-of-way.
8. This MOU may only be terminated by either party by providing ninety (90) days written notice to the other party at the appropriate address below:

If to the Association: Forest Lake Property Owners' Association, Inc.

If to the County: Indian River County
Public Works Director
1801 27th Street
Vero Beach, Florida 32960

With a copy to: Dylan Reingold
County Attorney
Indian River County
1801 27th Street
Vero Beach, Florida 32960

Forest Lake Property Owner's Association, Inc.

By: 

Name/Title: Tricia A. Skaddard, President

Date: March 30, 2017

INDIAN RIVER COUNTY, FLORIDA

ATTEST:

**BOARD OF COUNTY
COMMISSIONERS**


Deputy Clerk

Joseph E. Flescher, Chairman

Date: _____

(S E A L)

Approved as to form and legal sufficiency:



Dylan Reingold
County Attorney

Jason Brown
County Administrator