

AGREEMENT FOR IMPROVEMENT AND MAINTENANCE OF JOE EARMAN ISLAND

THIS AGREEMENT is entered into this 2nd day of May, 2017, by and between Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 (“County”) and Coastal Conservation Association, Inc., a not for profit corporation registered to do business in the State of Florida, 4061 Forrestal Avenue, Suite 8, Orlando, FL 32806 (“Association”).

WHEREAS, Joe Earman Island is a spoil island in the Indian River Lagoon, the northernmost of what are known as the outer Lost Tree Islands, located about 1 mile north of the Merrill Barber Bridge, jointly owned by the County, the City of Vero Beach and the Town of Indian River Shores; and

WHEREAS, the island is named after Joe Earman, Sr., a long time Vero Beach resident who was active in the community for over 60 years; and;

WHEREAS, Earman Island is improved with a boat dock, paths and two picnic pavilions. The island is accessible only by boat and vegetation consists mostly of mangroves and Australian Pine trees; and

WHEREAS, the Coastal Conservation Association is a not for profit corporation that has local chapters throughout the United States and Florida, including a Treasure Coast Chapter; and

WHEREAS, the Association has offered to enter into an arrangement with the County in which the Association will provide volunteer services to clean-up and maintain Earman Island, as set forth more fully herein; and

WHEREAS, the County desires to accept the Association’s offer, recognizing that the arrangement will result in a public – private cooperative effort which will benefit, and provide increased recreational opportunities for, the residents of and visitors to Indian River County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS**. The above recitals are true and correct, and are incorporated herein.
2. **ASSOCIATION SERVICES**. The Association shall provide volunteer services, from time to time, but no less than once every three months, to (a) remove trash, brush and small tree debris from the useable areas of Earman Island, and generally maintain such areas in a neat and clean condition, and (b) perform other mutually agreeable services for the betterment of Earman Island. The Association shall maintain a log of such services, including the identity of each volunteer, a description of the services performed, and date and time that such services

were performed. Copies of the log shall be provided periodically, or upon request, to the County's Conservation Lands Manager ("County Manager").

3. **COUNTY COORDINATION**. The Association shall generally communicate with the County Manager with respect to upcoming projects or other significant events involving Earman Island. At the County's election, the County Manager may manage and coordinate Association volunteer services on Earman Island. Upon request of the County Manager, the Association shall demonstrate, through log entries or otherwise, its compliance with the volunteer services requirement of this Agreement.

4. **INSURANCE**. The Association shall maintain (a) general liability insurance providing coverage with respect to its activities on Earman Island in the minimum amount of one million dollars (\$1,000,000.00) per occurrence. The County shall be listed as an additional named insured on such policy, and (b) State of Florida required workers' compensation insurance providing coverage for employees performing services under this Agreement. The Association shall provide current certificates of insurance demonstrating compliance with this section throughout the term of this Agreement.

5. **TERM**. The initial term of this Agreement shall commence upon execution by all parties, and shall terminate on April 30, 2018.

6. **TERMINATION**. Either party shall have a right to terminate this Agreement in the event of material breach by the other party. Either party may terminate this Agreement upon 60 days written notice to the other party.

7. **SIGNS**. During the term of this Agreement, subject to the prior approval of the County, the Association may post a sign identifying the volunteer work done by the Association on Earman Island.

IN WITNESS WHEREOF, the County and the Association have caused this Agreement to be executed in their respective names as of the date first set forth above.

ATTEST: Jeffrey R. Smith, Clerk of Courts,
and Comptroller

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY ("County")

By: _____
Deputy Clerk

By: _____
, Chairman

Approved by BCC: _____, 2017.

Approved:

Approved as to form and legal sufficiency:

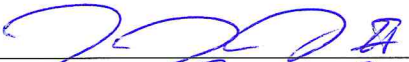

Jason E. Brown, County Administrator



William K. DeBraul, Deputy County Attorney

Signed, sealed and delivered in the presence
of:

COASTAL CONSERVATION
ASSOCIATION, INC. ("Association")


Print name: Frank Gidus #

Print name: Caitlin R. Mitneil

By: 
Print name: Brian Gorski
Print title: Executive Director