

Jones Pier Conservation Area Use Agreement

Town of Indian River Shores and Indian River County

This Jones Pier Conservation Area Use Agreement (“Agreement”) is entered into this ____ day of _____ 2023, by and between the Town of Indian River Shores (Town) and Indian River County (County) for the purpose of providing the Town use of the Jones Pier Conservation Area (“Jones Pier”) boat dock

Whereas, the mutual aid agreement between the Town and the Indian River County Sheriff’s Office (IRSO) provides for law enforcement activities on behalf of the IRSO that benefit the County and the security of the Jones Pier; and

Whereas, the Town would like to install and operate a boat lift at the County’s Jones Pier for use by the Town’s Public Safety Department’s vessel that is used for law enforcement and other maritime operations;

Now Therefore, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The County authorizes the Town to install a boat lift at the Jones Pier boat dock located at 7770 Jungle Trail, Vero Beach, FL, 32963 for use by the Town’s Public Safety Department’s vessel for law enforcement and other maritime operations.
2. The Town will be solely responsible for all costs associated with the installation of the boat lift, which includes, but is not limited to, obtaining all necessary permits, designing, installing electricity, and constructing the boat lift at an agreed upon location at the Jones Pier boat dock.
3. The Town shall be responsible for maintaining the installed boat lift so long as this Agreement is effective.
4. Once electricity is installed, the County will pay for the electric service to the boat lift.
5. The Town may install security cameras at the Jones Pier for the purpose of monitoring and protecting the boat lift and other valuable property. The Town shall coordinate the installation of the cameras with the County and the Town shall provide County with access to the cameras for remote viewing.
6. Once the Agreement is terminated, the boat lift and all other site improvements (excluding security cameras) shall become the property of the County. Security cameras shall be removed by the Town.
7. Town shall indemnify and hold harmless the County, its commissioners, officers, agents, officials, employees, and subcontractors from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of either the Town or any of its respective agents, officers, or employees in connection with the performance of this Agreement. This indemnification shall be by means of the Town providing evidence of general liability insurance in the amount of \$1,000,000 per occurrence and naming Indian River County as an additional insured. The Town shall maintain the insurance for as long as this Agreement is effective.

8. The Parties agree that the use of the boat lift is temporary and either party may terminate this Agreement, at their discretion, with 60 days' notice to the other party.
9. This Agreement is subject to the written approval by the Florida Communities Trust, a funding partner for the purchase of the Jones Pier.

IN WITNESS WHEREOF, Town and County have executed this Agreement this ___ day of _____, 2023.

TOWN OF INDIAN RIVER SHORES

6001 N. State Road A1A
Indian River Shores, FL 32963

INDIAN RIVER COUNTY, FLORIDA

1801 27th Street
Vero Beach, FL, 32963

By: _____
Brian T. Foley, Mayor
Town of Indian River Shores

By: _____
Joseph H. Earman, Chairman
Board of County Commissioners

ATTEST:

Approved by BCC _____

Janice C. Rutan, Town Clerk

Attest: _____
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency

Peter Sweeney
Town Attorney

Dylan Reingold
County Attorney

Michael C. Zito, Interim County
Administrator