

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made this _____ day of _____, 2020, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida,

and

CITY OF LIGHTHOUSE POINT, a municipal corporation of the State of Florida.

WITNESSETH:

WHEREAS, The CITY OF POMPANO BEACH owns and/or operates and maintains the Charlotte J. Burrie Civic Facility, a municipal facility located at 2669 N. Federal Hwy., in Pompano Beach, Florida, hereinafter referred to as “Facility” and in the event of required evacuation due to a hurricane or Act of God, the CITY OF LIGHTHOUSE POINT may need to use the Facility.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, it is agreed by the parties hereto as follows:

1. The CITY OF POMPANO BEACH agrees that the CITY OF LIGHTHOUSE POINT may use the Facility to shelter its first responders and City officials, as well as equipment and vehicles, in the event of an evacuation of the CITY OF LIGHTHOUSE POINT.

2. CITY OF LIGHTHOUSE POINT agrees to pay CITY OF POMPANO BEACH as compensation for this MOU the sum of One (\$1.00) Dollar per annum. Receipt of the first payment

of One (\$1.00) Dollar is hereby acknowledged. No other compensation is required in the execution of this MOU.

3. This MOU may be terminated by either party at any time, for no express reason, upon giving thirty (30) days' written notice.

4. In the event that the CITY OF LIGHTHOUSE POINT intends on using the Facility in the event of an evacuation, the CITY OF LIGHTHOUSE POINT shall contact the Recreation Programs Administrator or his or her designee at the CITY OF POMPANO BEACH to confirm the arrangements as to when the CITY OF LIGHTHOUSE POINT will arrive and other particulars related to the use of the Facility. CITY OF POMPANO BEACH makes no warranty or representation as to the ability of the Facility to withstand wind speeds or other storm-related conditions and does not guarantee the safety of the Facility if utilized by the CITY OF LIGHTHOUSE POINT during hurricanes or similar storm conditions.

5. The CITY OF LIGHTHOUSE POINT is responsible for keeping the Facility clean during its use and will be held liable for any damage caused as a result of its use of the Facility. CITY OF LIGHTHOUSE POINT shall compensate CITY OF POMPANO BEACH for the full value for replacement or repair of any damage or excessive wear and tear the CITY OF LIGHTHOUSE POINT may cause to the Facility by and through its use of the Facility pursuant to this MOU. The CITY OF LIGHTHOUSE POINT shall clean the Facility upon its departure from any use of the Facility.

6. It is expressly understood and agreed that no real or personal property is leased to CITY OF LIGHTHOUSE POINT.

7. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter

arising out of this Agreement or any other contract. CITY OF LIGHTHOUSE POINT and CITY OF POMPANO BEACH are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

8. CITY OF LIGHTHOUSE POINT shall maintain sufficient insurance which will protect CITY OF LIGHTHOUSE POINT, CITY OF POMPANO BEACH, and their officers and employees from any claims for damages to the Facility and for personal injuries, including death, which may arise on the Facility during the period of any use of the Facility by CITY OF LIGHTHOUSE POINT, and caused by the CITY OF LIGHTHOUSE POINT'S use of the Facility. The parties hereby acknowledge that wind or water damage that may occur during a windstorm or other natural event shall not be deemed caused by the CITY OF LIGHTHOUSE POINT solely because the CITY OF LIGHTHOUSE POINT is using the Facility at the time.

9. The CITY OF LIGHTHOUSE POINT may not assign, transfer, convey or otherwise dispose of this MOU to any other person or corporation without the previous written consent of the other party.

10. Any notice required under the terms of this MOU must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given. The parties may mutually agree that notice via email is sufficient.

Addresses of the parties are as follows:

FOR CITY OF LIGHTHOUSE POINT:

John D. Lavisky, City Administrator
City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064
Telephone No. 954-784-3434
Email: jlavisky@lighthousepoint.com

Copy To: Michael D. Cirullo, City Attorney
City of Lighthouse Point
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. 954-771-4500
Facsimile No. 954-771-4923
Email: MCirullo@gorencherof.com

FOR CITY OF POMPANO BEACH:

Greg Harrison, City Manager
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, Florida 33060
Telephone No: 954-786-4601
Email: greg.harrison@copbfl.com

Copy to: Mark E. Berman, City Attorney
City of Pompano Beach
PO Box 2083
Pompano Beach, Florida 33061
Telephone No: 954-786-5533
Email: mark.berman@copbfl.com

11. This MOU shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this MOU, or the application of the remainder of the provisions, shall not be affected. Rather, this MOU is to be enforced to the extent permitted by law. The captions, headings and title of this MOU are solely for the convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this MOU is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this MOU, unless otherwise expressly provided. All terms and words used in this MOU, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

12. This MOU shall be binding on and inure to the benefit of the parties, their successors and assigns.

13. Each party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with the law.

14. This MOU shall be governed by the laws of the State of Florida. The validity, construction and effect of this MOU shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS MOU.**

15. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligation herein and that the preparation of this MOU has been their joint effort.

IN WITNESS WHEREOF, the parties to this MOU have set their hands and seals on the day and year first above written.

SIGNATURES ON THE FOLLOWING PAGES

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

Witnesses:

CITY OF LIGHTHOUSE POINT

By: _____
GLENN TROAST, MAYOR

Print Name

By: _____
JOHN D. LAVISKY CITY ADMINISTRATOR

Print Name

Attest:

Jennifer M. Oh, City Clerk

(Seal)

Approved by:

Michael D. Cirullo, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2020, by GLENN TROAST, as Mayor, JOHN D. LAVISKY, as CITY Administrator, and JENNIFER M. OH, as CITY Clerk, of the City of Lighthouse Point, a municipal corporation on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB:jrm
8/19/2020
L:agr/recreation/2020-937