

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**CITY OF POMPANO BEACH**  
**AND LIGHTHOUSE POINT**  
**PROVIDING FOR**  
**JOINT OPERATION AND**  
**MAINTENANCE OF A PUBLIC PARK**

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**THIS IS AN INTERLOCAL AGREEMENT** in accordance with the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, providing for joint operation and maintenance of a public park, between the City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "POMPANO BEACH," and the City of Lighthouse Point, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "LIGHTHOUSE POINT."

**WHEREAS**, by Resolution No. 79-92, passed and adopted January 23, 1979, POMPANO BEACH, in order to enable LIGHTHOUSE POINT to meet the open space requirements necessary for certification of the Lighthouse Point Land Use Plan by the Broward County Planning Council, did consent to the inclusion by LIGHTHOUSE POINT as open space in its Land Use Plan a seven (7) acre parcel, being a portion of the larger parcel known as the Northeast 24th Street F.I.N.D. property and currently referred to as Exchange Club Park, located on the South Side of Northeast 24th Street at the Intracoastal Waterway in the City of Pompano Beach; and

**WHEREAS**, after a dredging project in 2016, F.I.N.D. removed several acres of exotic invasive trees and vegetation from the park thereby creating a much larger area requiring maintenance; and

**WHEREAS**, the governing bodies of POMPANO BEACH and LIGHTHOUSE POINT deem it to be to the mutual benefit of both cities to continue to operate and maintain a public park upon said Northeast 24<sup>th</sup> Street F.I.N.D. property and to assign maintenance responsibilities accordingly.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises, covenants and undertakings hereinafter set forth, said cities hereby agree as follows:

**1. DESCRIPTION OF SITE.**

POMPANO BEACH and LIGHTHOUSE POINT agree to operate and maintain a public park on the site known as the Northeast 24<sup>th</sup> Street F.I.N.D. property and currently referred to as “Exchange Club Park”, owned by the Florida Inland Navigation District (F.I.N.D.) and designated by said District as MSA 726, which site is particularly described as follows:

**SEE EXHIBIT “A” ATTACHED HERETO  
MADE A PART HEREOF**

**2. F.I.N.D. LEASE AGREEMENT.**

POMPANO BEACH shall maintain its Lease Agreement with Florida Inland Navigation District (F.I.N.D.), owner of the aforesaid property, providing for lease of said property to POMPANO BEACH upon the usual terms and conditions established by F.I.N.D. for leases of its spoils areas. LIGHTHOUSE POINT agrees to reimburse POMPANO BEACH in the amount of one-half of any rental which may be charged for the property by F.I.N.D. It is understood and agreed that this Interlocal Agreement is subject to and subordinate to any applicable terms of the

F.I.N.D. Lease Agreement, and that in the event of any conflict between the terms of this Agreement and the terms of the F.I.N.D. Lease, the F.I.N.D. Lease shall be controlling.

**3. EFFECTIVE DATE; TERMS; TERMINATION.**

a. Term: This Agreement shall become effective upon the execution of the Agreement by POMPANO BEACH and LIGHTHOUSE POINT. The term of this Agreement shall be for an initial term of five (5) years, with three five (5) year renewals at the option of the parties, provided that the term of this Agreement shall not extend beyond the term of the Lease Agreement between POMPANO BEACH and F.I.N.D, as may be renewed or extended by POMPANO BEACH and F.I.N.D,. Renewals of this Agreement shall be approved by the governing bodies of the parties.

b. Termination. This Agreement may be terminated as follows:

1. Upon termination or expiration of the said F.I.N.D. Lease, this Interlocal Agreement shall automatically terminate and neither party hereto shall have any further obligations hereunder.

2. If the POMPANO BEACH Land Use Plan ever requires inclusion as POMPANO BEACH open space of the 7 acres of the aforesaid property presently designated as LIGHTHOUSE POINT open space by Resolution No. 79-92 of the City of Pompano Beach, POMPANO BEACH reserves the right to terminate this Interlocal Agreement upon one hundred twenty (120) days written notice to LIGHTHOUSE POINT. In the event of such termination, POMPANO BEACH will reimburse LIGHTHOUSE POINT in the amount of one-half of the reasonable value of any permanent improvements located on the site as of the date of termination.

3. LIGHTHOUSE POINT may terminate this Agreement upon one hundred twenty (120) days written notice to POMPANO BEACH.

**4. PARK FACILITIES.**

Facilities to be maintained at the park shall include, but are not limited to, a picnic area, playfield, walking/jogging path, parking area, restrooms and nature trail and beach area. Additional or substitute facilities may be provided upon approval by the governing bodies of the respective cities.

**5. DESIGN, LAYOUT, ETC.**

Modifications to the current design and layout of the park and any required plans and specifications shall be the responsibility of the POMPANO BEACH Engineering Department. Any final changes to the current design and layout shall be subject to approval by the LIGHTHOUSE POINT City Administrator or his designee. Materials of construction, fixtures, playground equipment, trees and shrubs for landscaping, etc. shall be selected by mutual agreement of officials of each city designated for that purpose by the POMPANO BEACH City Manager and the LIGHTHOUSE POINT City Administrator.

**6. MAINTENANCE; IMPROVEMENTS.**

POMPANO BEACH and LIGHTHOUSE POINT shall jointly undertake, diligently pursue and expeditiously perform and complete on a high standard of quality the required maintenance of the park contemplated by this Agreement in conformity with its design, plans and specifications.

a. Permanent Improvements. The costs of any subsequent permanent improvements agreed upon in writing by authorized officials from both cities shall be borne by the respective cities in equal shares as nearly as is practicable including, but not necessarily be

limited to: any costs involved in obtaining any permits which may be necessary; clearing of land; construction of facilities, fences, parking areas, sodding and landscaping, etc. All necessary materials will be purchased and furnished by POMPANO BEACH; POMPANO BEACH will submit invoices to LIGHTHOUSE POINT in the amount of one-half of the actual cost to POMPANO BEACH of all materials furnished for the project. Necessary equipment and labor will be provided in equal shares, as nearly as practicable, by the respective cities. Supplying of labor and equipment will be coordinated by the Public Works Directors of the respective cities. Overall control and supervision of the construction of the project shall be the responsibility of the Public Works Director of POMPANO BEACH.

b. Maintenance Responsibilities of LIGHTHOUSE POINT.

LIGHTHOUSE POINT undertakes, assumes and agrees to perform all routine park maintenance in the LHP section as identified in Exhibit "B" attached hereto and made a part hereof, including, but not limited to, cleaning of restrooms, emptying of trash containers and ground maintenance, and to otherwise maintain the LHP section of the park and all improvements located thereon to a high standard of quality. LIGHTHOUSE POINT shall open and close the park at such times as may be agreed upon by the respective cities. LIGHTHOUSE POINT will maintain the rights-of-way and/or easements on the north boundary line of the park along NE 24<sup>th</sup> Street.

c. Maintenance Responsibilities of POMPANO BEACH.

POMPANO BEACH undertakes, assumes, and agrees to perform all routine park maintenance in the COPB section as identified in Exhibit "B", including, but not limited to ground maintenance and mulch walking trail, and otherwise maintain that section of the park and

all improvements located thereon to a high standard of quality. POMPANO BEACH will maintain the rights-of-way and/or easements on the west and south boundary line of the park.

d. Major beach and waterfront maintenance and cleanup will be shared equally between both POMPANO BEACH and LIGHTHOUSE POINT with the coordinated efforts of the Public Works Directors of the respective cities. LIGHTHOUSE POINT is responsible to remove and dispose of all debris that is deposited in the Mangrove area due to high tides and/or normal storm events on a quarterly basis.

e. In the event either City hosts or permits an event in the park, it is the hosting City's responsibility to provide any cleanup needed for the entire park immediately thereafter.

## **7. REPAIR AND REPLACEMENT OF FACILITIES.**

All costs involved in repair or replacement of any park facilities or equipment and costs of any major cleanup and/or emergency repairs made necessary by any natural disaster, major vandalism, public disturbance, etc., shall be borne equally by the respective cities in the same manner as the aforesaid development costs.

## **8. LAW ENFORCEMENT.**

Inasmuch as the entire park site is located within the corporate limits of POMPANO BEACH, law enforcement within the park shall be the responsibility of the Broward County Sheriff for POMPANO BEACH. LIGHTHOUSE POINT police have police powers in the park as identified in the Mutual Aid Agreement dated May 26, 2017, as may be amended from time to time, between LIGHTHOUSE POINT, POMPANO BEACH, and BROWARD SHERIFF'S OFFICE. LIGHTHOUSE POINT undertakes, assumes and agrees to provide routine patrol and surveillance by its Police Department, and further agrees to promptly notify the Broward County Sheriff for POMPANO BEACH whenever, in the judgment of the LIGHTHOUSE POINT

Police, the situation requires the presence of the Broward County Sheriff for POMPANO BEACH pursuant to the Mutual Aid Agreement.

**9. UTILITIES.**

Any costs involved in bringing utility lines to the vicinity of the park premises shall be borne equally by the parties. POMPANO BEACH agrees that it will provide water and, if a septic tank is not utilized, sewer service to the park at POMPANO BEACH'S sole expense. POMPANO BEACH agrees to pay for electrical service for the park.

**10. ORGANIZED ACTIVITIES.**

Either city may conduct planned or organized recreational activities at the park upon mutual agreement of the Recreation Directors of the respective cities. In such case, the city using the park for recreational activities shall be responsible to provide any cleanup needed for the entire park immediately thereafter. A public event application will need to be submitted and approved by POMPANO BEACH.

**11. INDEMNIFICATION.**

Each party agrees, to the extent permitted by law, to indemnify, save and hold harmless the other party and any of its officials, commissioners, officers agents and employees from any and all claims of loss, injury, death, damage and liabilities of whatever kind or nature including attorney's fees, court costs and interest and any costs of defense from any persons, or their personal representatives, estate, heirs, next-of-kin, or any other party that may claim or have acquired an interest, occasioned wholly, or in part, by the conduct, action, activities, or negligence of that party, its agents or employees, involving or arising from, that party's involvement in this Agreement.

**12. STATUS OF EMPLOYEES.**

It is expressly understood and agreed that no employee of either city shall ever be considered the employee of the other city for any purpose whatsoever, notwithstanding the fact that, at times, employees of both cities may be engaged in construction or other activities at the park site under the supervision and control of a supervising employee of one of the cities.

**13. NOTICES.**

Unless otherwise specifically provided herein, all notices shall be in writing and sent to the city official designated below at the address designated, postage prepaid, and shall be deemed effective when deposited in the United States Mail.

**POMPANO BEACH:**

City Manager  
City of Pompano Beach  
100 W. Atlantic Boulevard  
Pompano Beach, Florida 33060

**LIGHTHOUSE POINT:**

City Administrator  
City of Lighthouse Point  
2200 NE 38<sup>th</sup> Street  
Lighthouse Point, Florida 33064

**14. SOLE AGREEMENT.**

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement which are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.



**15. MODIFICATION.**

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**16. ASSIGNMENT.**

Neither this Agreement nor any right or interest herein will be assigned, transferred, or encumbered without the written consent of the other Party. Notwithstanding the Termination provisions of Section 3 of this Agreement, either party may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by the other party of this Agreement or any right or interest herein without the advance written consent of the non-assigning party.

**17. BINDING.**

Both Parties agree that this Agreement will be binding upon any successors and assigns of the parties hereto and may be enforced by appropriate action in court, or courts, of competent jurisdiction.

**18. GOVERNMENTAL IMMUNITY.**

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor will 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.

**19. WAIVER OF BREACH.**

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. POMPANO BEACH or LIGHTHOUSE POINT's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or

modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

**20. COMPLIANCE WITH LAWS/PERMITS.**

POMPANO BEACH and LIGHTHOUSE POINT will comply with all applicable federal, state, and local laws, codes, ordinances, rules, regulations, and permits in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**21. SEVERANCE.**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will continue to be effective.

**22. JOINT PREPARATION.**

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against any Party.

**23. PRIORITY OF PROVISIONS.**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any exhibit incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the exhibit will prevail and be given effect.

**24. JURISDICTION, VENUE, WAIVER OF JURY TRIAL.**

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, LIGHTHOUSE POINT AND POMPAÑO BEACH HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

**25. PRIOR AGREEMENTS.**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof will be predicated upon any prior representation or agreement, whether oral or written;

**26. INCORPORATION BY REFERENCE.**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" and "B" are incorporated into and made part of this Agreement.

**27. REPRESENTATION OF AUTHORITY.**

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

**28. EXECUTION.**

This document shall be executed in three (3) counterparts, each of which shall be deemed to be a duplicate original. One such duplicate original shall be retained by each of the parties and the third shall be filed with the Clerk of the Circuit Court of Broward County in accordance with the requirements of Section 163.01, Florida Statutes.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved as to Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LIGHTHOUSE POINT":**

Witnesses:

**CITY OF LIGHTHOUSE POINT**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
GLENN TROAST, MAYOR

Attest:

\_\_\_\_\_  
JENNIFER M. OH , CITY CLERK

(SEAL)

Approved as to Form:

\_\_\_\_\_  
MICHAEL D. CIRULLO, JR.  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by GLENN TROAST as Mayor and JENNIFER M. OH as City Clerk of the City of Lighthouse Point, Florida, 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:jmz  
6/7/18  
l:agr/recr/2018-876