

**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 commonly known as the Northeast 24th Street F.I.N.D. property, located on the South Side of Northeast 24th Street at the Intracoastal Waterway in the City of Pompano Beach; and

**WHEREAS**, any prior Interlocal Agreements between Pompano Beach and Lighthouse Point to develop, operate and maintain a park on the Northeast 24<sup>th</sup> Street F.I.N.D. Property have expired; 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.

**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 commonly known as the Northeast 24<sup>th</sup> Street F.I.N.D. property, 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.**

This Agreement shall become effective as of the expiration date of the last prior Interlocal Agreement between POMPANO BEACH and LIGHTHOUSE POINT, and the term of this Agreement shall be concurrent with the term of the current Lease Agreement between POMPANO BEACH and F.I.N.D. 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. In the event of renewal or extension of the F.I.N.D. Lease, this Interlocal Agreement shall be automatically renewed for the additional term of any F.I.N.D. Lease renewal, said renewal of this Agreement to be effective as of the effective date or renewal of the F.I.N.D. Lease. Provided, however, 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.

**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 Planning 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. 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.

**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. MAINTENANCE.**

LIGHTHOUSE POINT undertakes, assumes and agrees to perform all routine park maintenance including, but not limited to, cleaning of restrooms, emptying of trash containers and ground maintenance, and to otherwise maintain the park and all improvements located thereon to a high standard of quality, and further agrees to open and close the park at such times as may be agreed upon by the respective cities. Beach and waterfront maintenance and clean up will be shared equally between both POMPANO BEACH and LIGHTHOUSE POINT with the coordinated efforts of the Public Works Directors of the respective cities.

**9. 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. However, 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.

**10. 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 at no charge, to LIGHTHOUSE POINT. LIGHTHOUSE POINT agrees to pay the entire cost of any electricity consumed on the park premises.

**11. 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.

**12. INDEMNIFICATION.**

LIGHTHOUSE POINT agrees to indemnify and hold harmless POMPANO BEACH, to the extent permitted by law, for any and all claims for damage or injury to persons or any damage to property of any kind arising from the failure of LIGHTHOUSE POINT to keep the park facilities in good condition and repair, or arising from the failure of LIGHTHOUSE POINT to provide adequate surveillance of the park area, to the extent that LIGHTHOUSE POINT has assumed such obligations pursuant to the provisions of Paragraphs 8 and 9 above. Each city further agrees to indemnify and hold harmless the other city from any claims for damage or injury to persons or any damage to property arising out of the use of the park premises and caused by any willful or negligent act or omission to act of any employee, agent or contractor of the indemnifying city.

**13. 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.

**14. 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  
P. O. Drawer 1300  
Pompano Beach, Florida 33061

**LIGHTHOUSE POINT:**

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

**15. 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.

**16. 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.

**17. 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: \_\_\_\_\_  
DENNIS W. BEACH, 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 \_\_\_\_\_, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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 \_\_\_\_\_, 2016 by GLENN TROAST as Mayor 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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by 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

/jrm  
8/12/16  
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