

AMENDMENT TO INTERLOCAL AGREEMENT

BETWEEN

CITY OF POMPANO BEACH

AND LIGHTHOUSE POINT

PROVIDING FOR

**JOINT OPERATION AND
MAINTENANCE OF A PUBLIC PARK**

WHEREAS, the City of Pompano Beach (POMPANO BEACH) has entered into a Lease Agreement with the Florida Inland Navigation District (F.I.N.D.) for property known as the Northwest 24th Street F.I.N.D. Property and currently referred to as "Exchange Club Park," designated as MSA 726; and,

WHEREAS, POMPANO BEACH and the City of Lighthouse Point (LIGHTHOUSE POINT) have entered into an Interlocal Agreement for the operation and maintenance of a public park at Exchange Club Park; and,

WHEREAS, LIGHTHOUSE POINT is undertaking a project to dredge city canals and desires to use Exchange Club Park for transferring dredge spoils from the dredging barges to the upland property at Exchange Club Park for temporary storage until it can be hauled away for permanent disposal; and,

WHEREAS, POMPANO BEACH may need to use Exchange Club Park for the same purposes for dredging operations it may undertake during the term of the Interlocal Agreement; and,

WHEREAS, F.I.N.D. has conditionally approved LIGHTHOUSE POINT'S request to use Exchange Club Park for temporary storage and hauling of dredged materials for the LIGHTHOUSE POINT canal maintenance project and requires POMPANNO BEACH and LIGHTHOUSE POINT to enter into a Sublease for LIGHTHOUSE POINT'S use of the Exchange Club Park for temporary storage and hauling of dredged materials; and,

WHEREAS, the parties agree that entering into this Amendment to Interlocal Agreement and Sublease is in their best interest.

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. PARTIES USE OF EXCHANGE CLUB PARK FOR DREDGING.

POMPANO BEACH and LIGHTHOUSE POINT agree that each may use Exchange Club Park for the temporary storage and hauling of dredged materials for their canal maintenance projects.

The terms and conditions of a party's use of Exchange Club Park for the temporary storage and hauling of dredged materials for a canal maintenance project are as follows:

- A. The party desiring to use Exchange Club Park for the temporary storage and hauling of dredged materials for their canal maintenance projects must notify the other party of its intent to do so as soon as that party determines the need to do so. Such notice shall include the dates for such use, and a graphical depiction showing the areas of Exchange Club Park that will be used for the project.
- B. Approval from F.I.N.D. must be obtained prior to commencing the use of Exchange Club Park for the temporary storage and hauling of dredged materials for a canal

maintenance project, and the Party doing so must comply with all conditions on such use required by F.I.N.D.

- C. During the use of Exchange Club Park for the temporary storage and hauling of dredged materials for their canal maintenance projects (Project), Exchange Club Park shall not be open to the general public. The party using the Exchange Club Park pursuant to this paragraph shall be responsible for securing the park so that it is not used by the public, including the posting of appropriate signage and enforcement through the parties' May 26, 2017, Mutual Aid Agreement.
- D. Prior to use for the Project, the designated spoils area soil will be tested for contaminants to establish a baseline for restoration.
- E. Dredge materials ("Materials") will be tugged to the "beach" of the spoils management area at Exchange Club Park and unloaded.
- F. Material will be loaded into vehicles that will take it to the spoils area and dump at Exchange Club Park. The piles will be spread out somewhat to facilitate evaporation.
- G. The party responsible for the dredging shall take reasonable steps to prevent potential odors from the Materials. However, should both parties agree that there is an unacceptable level of odors from the Materials detected in an adjoining neighborhood, the Materials shall be removed by the Party undertaking the Project within twenty four (24) hours of said mutual finding by the parties, set forth in a written communication to set the required removal time parameters.
- H. Once canal dredging is completed, the Materials will be loaded into appropriate vehicles and hauled off the property for permanent disposal.

- I. The spoils storage area will be subsequently tested to assure F.I.N.D. and the parties to the Interlocal Agreement that the site has been left in pre-activities condition. If testing proves otherwise, the Party using the property pursuant to this paragraph 1 shall mitigate, including removal of additional fill, additional testing and bringing in clean fill.
- J. Upon confirmation that the site has been left in the pre-activities condition, the Party that had been using the Exchange Club Park pursuant to this paragraph 1 shall restore the site to the condition that it was in prior to that Party's use of Exchange Club for the Project; provided that in the event that the other party commences use of Exchange Club for its Project immediately following a party's use pursuant to this paragraph and prior to its restoration, the parties agree to share equally in the restoration costs required by this subparagraph I at the conclusion of the second party's use of Exchange Club pursuant to this paragraph 1 and prior to Exchange Club Park re-opening for public use.
- K. During the time a party is using Exchange Club Park pursuant to the uses described within this paragraph 1, the parties shall continue with their maintenance obligations set forth within Paragraph 6 of the Interlocal Agreement except where not possible due to the Project.

2. SUBLEASE AGREEMENT.

LIGHTHOUSE POINT has determined a need to use Exchange Club Park for the temporary storage and hauling of dredged materials for a canal maintenance project. The F.I.N.D. has directed that in order for LIGHTHOUSE POINT to do so, it must enter into a Sublease with POMPANNO BEACH. This Amendment to Interlocal Agreement and Sublease shall serve as the Sublease for the Project described herein. Should LIGHTHOUSE POINT require the use of

Exchange Club Park for the temporary storage and hauling of dredged materials for future canal maintenance projects, separate Subleases for those specific projects will be required.

TERMS OF SUBLEASE

Property subject to Sublease: The entirety of the Exchange Club Park Property, MSA 726 (“Subleased Property”).

Term: Sublease Term shall commence on March 15, 2019, and terminate on September 15, 2019. This term may be reduced or extended in writing by agreement of LIGHTHOUSE POINT’S City Administrator and POMPANO BEACH’S City Manager.

Rent: No rent in addition to that agreed to in the Interlocal Agreement shall be due or payable for this Sublease.

Subject to F.I.N.D. Lease: It is understood and agreed that this Sublease is subject to and subordinate to any applicable terms of the F.I.N.D. Lease Agreement with POMPANO BEACH, and that in the event of any conflict between the terms of this Sublease and the terms of the F.I.N.D. Lease, the F.I.N.D. Lease shall be controlling.

Purpose of Sublease: LIGHTHOUSE POINT shall use the Subleased Property solely for temporary storage and hauling of dredged materials for its canal maintenance project that commences on or about March 15, 2019.

Use of Premises: The requirements for use of the Subleased Premises set forth in paragraph 1 above are incorporated into this Sublease. Attached hereto as Composite Exhibit “A” are the materials outlining the terms of the City’s use of the Subleased Premises: November 2018, correspondence from Lighthouse Point Public Works Director Charles Schramm to Pompano Beach Engineer Anthony Alhashemi; March 26, 2018, Disposal Site Sediment and Mitigation Plan; Spoil Transport Plan; and the overhead map graphic showing the uses for specified tasks

within the Subleased Premises by LIGHTHOUSE POINT. Composite Exhibit "A" is incorporated herein. During the period of time this Sublease is in effect, the Park shall not be open for the public.

Incorporation of Terms from Interlocal Agreement: The terms and conditions set forth in the Interlocal Agreement are incorporated into this Sublease unless specifically identified in this Amendment to Interlocal Agreement and Sublease as not applicable.

3. 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.

"POMPANO BEACH":

Witnesses:

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

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** 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 _____, 2019 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

l:AGR/Eng/2019-472