

Meeting Date: Jan. 10, 2012

Agenda Item

9

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A resolution of the City Commission approving and authorizing the proper city officials to execute an Interlocal Agreement between the City of Pompano Beach and the City of Lighthouse Point providing for joint operation and maintenance of a public park.

Summary of Purpose and Why:

A resolution of the City Commission approving and authorizing the proper city official to execute an Interlocal Agreement between the City of Pompano Beach and the City of Lighthouse Point providing for joint operation and maintenance of a public park.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
- (3) Expiration of contract, if applicable: August 25, 2016
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Parks & Recreation</u>	<u>12-21-11</u>	<u>Approve</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>12/29/11</u>	<u>_____</u>	<u>[Signature]</u>
_____	_____	_____	_____
_____	_____	_____	_____

City Manager [Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading _____	1 st Reading _____	Results: _____
2 nd Reading _____	_____	Results: _____
_____	_____	_____
_____	_____	_____



MEMORANDUM

Parks and Recreation

PARKS AND RECREATION DEPARTMENT
MEMORANDUM 12-A028

DATE: December 22, 2011

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Interlocal Agreement with the City of Lighthouse Point
for Exchange Club Park

Please place the attached resolution on the January 10, 2012, City Commission Agenda. The agreement is between the two cities for Exchange Club Park. The City of Pompano Beach has entered into an agreement with FIND for the Exchange Club Park property and is entering into the Interlocal agreement with the City of Lighthouse Point to provide for the joint operation and maintenance of Exchange Club Park.

If you have any questions regarding the agreement between please call me.

MB/afh


cc: Robert McCaughan, Public Works Director



City Attorney's Communication #2012-107
October 27, 2011

TO: Mark A. Beaudreau, Interim Parks and Recreation Director

FROM: Jill R. Mesojedec, FRP, Paralegal

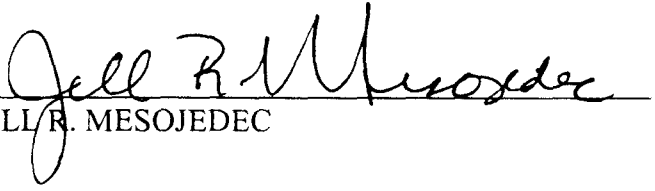
VIA: Gordon B. Linn, City Attorney 

RE: Resolution and Interlocal Agreement with City of Lighthouse Point Exchange Club Park

As requested in your memorandum of October 24, 2011, Parks and Recreation Department memorandum 12-A005, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT PROVIDING FOR JOINT OPERATION AND MAINTENANCE OF A PUBLIC PARK; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


JILL R. MESOJEDEC

/jrm
l:cor/recr/2012-107

Attachment

Anne Hollady

From: Jennifer Oh [joh@lighthousepoint.com]
Sent: Wednesday, September 28, 2011 11:14 AM
To: Anne Hollady
Subject: Exchange Club Park

Hello Anne,

As per our telephone conversation, the City of Lighthouse Point would like to continue the Interlocal Agreement with Pompano Beach for the joint development, operation, and maintenance of Exchange Club Park.

If you should have any questions, please do not hesitate to contact me.

Have a great day!

Jennifer M. Oh
Interim City Clerk
City of Lighthouse Point
2200 NE 38 Street
Lighthouse Point, FL 33064
Telephone 954-784-3431
Fax 954-784-3446
joh@lighthousepoint.com

RESOLUTION NO. 2012- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT PROVIDING FOR JOINT OPERATION AND MAINTENANCE OF A PUBLIC PARK; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and City of Lighthouse Point providing for Joint Operation and Maintenance of a Public Park, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
10/27/11
l:reso/2012-34

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

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 24th 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 24th 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 24th 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 38th 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:

(SEAL)

MARY L. CHAMBERS, CITY CLERK

Approved as to Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** 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: _____
FRED SCHORR, MAYOR

Attest:

JENNIFER M. OH , INTERIM 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 _____, 2011 by FRED SCHORR 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 _____, 2011 by JENNIFER M. OH, as Interim 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

GBL/jrm
10/27/11
l:agm/recr/2012-106

SCHEDULE A REVISED

MSA 726

That portion of the northwest quarter of the northeast quarter of the northeast quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida, lying west of the westerly right of way line of the Intracoastal Waterway from Jacksonville to Miami, Florida, as that right of way line is shown on the plat recorded in Plat Book 17 at Page 6-A, of the public records of said Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel.

MSA 726-B

The Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 30, Township 48 South, Range 43 East, containing 10 acres more or less, according to the U.S. Public Land Surveys, and adjoining on the West that certain tract of land designated as MSA 726, as deeded to the Board of Commissioners of the Florida Inland Navigation District by the Model Land Company and recorded in Deed Book 276, Page 239, of the Public Records of and in Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel.

MSA 726-C

That portion of Block 1, Hillsboro Harbor, Unit "A", according to the plat thereof, recorded in Plat Book 28, Page 23, of the public records of Broward County, Florida, described as follows:

Beginning at a point on the East boundary of said Block 1, said point being 22 feet South of the Northeast corner of said Block 1; thence West and parallel with the north boundary of said Block 1, a distance of 54.5 feet; thence South and parallel to the said East boundary of Block 1, to an intersection with the southerly boundary of said Block 1; thence southeasterly along said southerly boundary to the Southeast corner of said Block 1; thence north along the said east boundary of Block 1, a distance of 626.89 feet, more or less, to the point of beginning.

EXHIBIT "A"