



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees (i) authorize the Memorandum of Understanding with the City of Pembroke Pines for one (1) additional year of shared use of the South Campus Sports Complex and (ii) give authorization to the President to negotiate a longer term lease agreement with the City of Pembroke Pines, for final approval by the Board Fiscal Impact: \$0.00, Cumulative amount: \$0.00, Revenue: \$0.00

Presenter(s): Deborah Czubkowski, Vice President of Facilities Management

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space. This Memorandum of Understanding (MOU) aims to grant the City of Pembroke Pines (City) an additional year to use the South Campus Sports Complex (Complex) as a city park and recreational area. In March 2013, Broward College and the City signed a one-year agreement for shared use of the Complex. Under this agreement, both parties agreed to split the maintenance costs, and the City was given the option to renew the agreement for five additional one-year terms under the same conditions

When the Agreement expired in 2019, both parties decided to continue their partnership by creating a Memorandum of Understanding (MOU) with the same terms as the original Agreement. However, during this period, Broward College chose to discontinue its sports programs, leading to a decreased need for athletic fields. As a result of the College's reduced use of the Complex, the City agreed to take full responsibility for its upkeep and maintenance, except for one synthetic turf soccer field, which would remain exclusively under the College's control.

Although the City has maintained the buildings and grounds to an acceptable level until this time, the need for major capital investment is warranted. The City is not opposed to investing the necessary capital to improve the Complex, however has asked that the College grant a longer-term agreement to ensure their continued use of the Complex and reasonable time to enjoy their sizable investment. It should be noted, the City has indicated its willingness to pay the College fair market value for use of the Complex for a longer-term agreement.

The existing MOU is set to expire on February 28, 2025. If approved, this MOU will grant the City one additional year of continued use of the Complex under the same terms and conditions of the original Agreement and would commence upon contract execution and remain in effect through February 28, 2026. This MOU allows either party to terminate the Agreement by providing a thirty (30) day written notice to the other party.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.
Not Applicable

3. Describe business rationale for the purchase and how it was procured.

(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated. Not Applicable

(B) How does the purchase support the Strategic Business Plan. Not Applicable

(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation. Not Applicable

(D) If a competitive solicitation process was conducted by the College, describe the process. Not Applicable. **4. Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?** The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

This Executive Summary is approved by:

Deborah Czubkowski
Vice President of Facilities Management

APPROVAL PATH: CS 119 City of Pembroke Pines South Campus Sports Complex MOU

Department Head 1 Auto Complete	N/A Auto Complete	10/29/2024
Review Executive Summary and Add Files	Sheldon Riles	10/25/2024
Auto Complete - No IT Review Needed	Sheldon Riles	10/29/2024
Department Head 2 Review	Ana Ovalles	10/29/2024
Department Head 3 Review	Donald Astrab	11/1/2024
Departments Approved-Auto Complete	Sheldon Riles	11/15/2024
Auto Complete-No IT Review Needed	Raj Mettai	11/15/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/15/2024
Attorney Review	Kristina Raattama	11/21/2024
Awaiting Contract Committee Approval	Elizabeth Beavin	12/3/2024

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING FOR THE JOINT USE OF SPORTS COMPLEX, is made and entered into effective as of the 28th day of February 2025 by and between the City of Pembroke Pines, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida ("City"), and the District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida (the "College"). The City and the College may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on March 12, 2013, the City and the College entered into an agreement to provide for the continued joint use of the sports complex located on College property at the Judson A. Samuels Campus (the "Complex")(the "Original Agreement"), a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the Parties subsequently entered into annual memoranda of understanding whereby the Parties agreed to be bound by the terms of the Original Agreement but in certain instances agreed to modified terms during the period of the applicable memoranda of understanding.

WHEREAS, the current Memorandum of Understanding between the Parties dated February 29, 2024 and expiring on February 28, 2025; and

WHEREAS, the City has requested, and College agrees, to extend the terms of the Original Agreement, with the amendments to the Original Agreement set forth herein, for an additional year and one day commencing on March 1st 2025 and expiring on February 28th 2026

NOW THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto understand and agree as follows:

1. Recitals. The above recitations are true and correct and incorporated herein by this reference.
2. Terms and Conditions. The City and the College agree that they shall continue to be bound by the Original Agreement and continue to operate and utilize the Complex, excluding the synthetic turf soccer field, in accordance with the terms and conditions set forth in the Original Agreement, as amended by Section 4 below.
3. Term. Unless terminated earlier pursuant to the terms herein, the term of this Agreement shall commence on March 1st 2025 and expiring on February 28, 2026.
4. Amendments to Original Agreement.
 - a. The City may allow, on an occasional non-commercial basis, community groups, citizens and other users to utilize the Complex pursuant to written use agreements. Such use agreements are subject to the advance written approval of the College in its sole and absolute discretion. If the use agreements provide for payment to the City, the College and the City may negotiate a reasonable and appropriate revenue share.
 - b. Consistent with prior memoranda of understanding, City agrees to perform all

maintenance and upkeep to the Complex at no cost to the College as long as City remains the sole user of the Complex because the College is no longer regularly using the Complex. Should the College's use of the Complex become more than occasional use, the City may request that the College and City amend this Memorandum of Understanding pertaining to cost-sharing related to the College's use of the Complex and the College agrees to consider the request in good faith.

- 5. Termination for Convenience. The Original Agreement may be terminated by either party, for cause or convenience, by providing at least thirty (30) days written notice to the other party.
- 6. Capitalized Terms. All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Agreement. For clarification, the Sports Complex excludes the synthetic turf soccer field.
- 7. Ratification. Except as modified hereby, all of the terms, covenants and conditions of the Original Agreement shall remain in full force and effect and are hereby ratified and affirmed.
- 8. Conflict. In the event of a conflict between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall control.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF PEMBROKE PINES

MARLENE GRAHAM, CITY CLERK

CHARLES DODGE, CITY MANAGER

APPROVED AS TO FORM:

SAMUEL GOREN, OFFICE OF THE CITY ATTORNEY

DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

EXHIBIT A

Original Agreement and Amendments

AGREEMENT

This Agreement is made and entered into this 12 day of March 2013,
by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and existing
under the laws of the State of Florida, hereinafter referred to as "CITY"

and

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA, a
political subdivision of the State of Florida, hereinafter referred to as "COLLEGE."

Witnesseth:

Whereas the CITY and COLLEGE have determined that it is in the best interest of the
parties to continue to jointly use a sports complex located on COLLEGE property at the
Judson A. Samuels Campus (hereinafter referred to as "COMPLEX"), more particularly
described in Exhibit A.

Whereas, the CITY and COLLEGE agree to share the maintenance costs of the
complex;
and

Whereas, CITY and COLLEGE representatives agree to meet on a bimonthly basis to
organize the schedule for the use of the soccer/football, baseball, softball, and
basketball fields; and

Whereas, the COLLEGE agrees to provide the property for the Sports Complex and
\$700,000 for the construction of a new artificial turf soccer field;

Now, therefore, in consideration of the mutual promises set forth herein, it is agreed by
and between the CITY and COLLEGE as follows:

1.0 RECITALS The above recitals are true and correct and are incorporated herein.

2.0 SPORTS COMPLEX The Sports complex which shall be used and maintained
jointly by the CITY and COLLEGE, consists of the following:

- (1) Softball field
- (1) Baseball field
- (1) Synthetic turf soccer field
- (1) Soccer/Football field
- (4) Basketball courts

Scoreboards
Parking lots

Lighting
Refreshment stand
Storage
Restrooms

2.1 The Sports Complex is located on COLLEGE property as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. COLLEGE shall authorize participants in CITY sports events to enter COLLEGE premises for purposes of participating and/or attending the sports events.

2.2 The complex shall be open for use by CITY/COLLEGE during normal COLLEGE operating hours of 7:00a.m. until 10:30p.m. Monday through Sunday, unless prior authorization is approved for times different from those posted. The COMPLEX shall be deemed closed between the hours of 10:30p.m. and 7:00a.m. Unauthorized persons on the premises during these times shall be deemed trespassing in accordance with COLLEGE policy.

2.3 The use of the COMPLEX by the participants and /or attendees shall be governed by the rules, regulations, and procedures by mutual agreement as the need arises, provided such are consistent with all local governing boards and the laws of the State of Florida.

3.0 RESPONSIBILITIES OF PARTIES

3.1 The CITY and COLLEGE agree to meet every other month to organize schedules for the use of specific fields within the COMPLEX.

3.2 The COLLEGE shall have the right to make final decisions regarding the scheduling of events at the COMPLEX.

3.3. The CITY shall maintain and perform all routine maintenance on all fields, structures, restrooms, utilities, and parking facilities at the COMPLEX, excluding the artificial turf field and facilities located within the new soccer stadium.

3.4. The COLLEGE shall be invoiced and charged for the actual cost of maintenance and upkeep of the COMPLEX based on proportional hours of usage.

3.5. The COLLEGE, at its sole discretion, shall have the right to construct, renovate, or otherwise substantially alter facilities and fields at the COMPLEX. The CITY may request in writing permission to make such changes on its own, which the COLLEGE must approve in writing before such changes are implemented. In the event that such construction, renovation, or substantial alteration by either party is undertaken, it will be clearly stipulated which party is responsible for construction and routine and non-routine maintenance on which aspects of the enhanced facility.

4.0 SAFETY AND SECURITY

4.1. The COMPLEX shall be under the law enforcement jurisdiction of the CITY who shall be responsible for maintaining safety and security at the COMPLEX during the CITY'S usage of facilities. The CITY shall provide police and other emergency services at the COMPLEX to include all fields, structures, parking lots, and roadways immediately adjacent to the COMPLEX.

4.2. The CITY shall provide parking and traffic enforcement on all roadways in or immediately adjacent to the COMPLEX, including, but not limited to towing of vehicles due to blocked roadways.

4.3. Broward College students participating in COLLEGE scheduled events at any location at the COMPLEX shall also be subject to the Broward College Student Code of Conduct in accordance with Broward College Policy and Procedure 6Hx2-5.02. The CITY shall notify appropriate authorities at the COLLEGE regarding possible violations of the Broward College Student Code of Conduct by Broward College students participating in a sanctioned College event at the COMPLEX.

4.4. Events at the COMPLEX involving CITY programs shall be governed by rules of conduct established and enforced by the CITY.

5.0 CONSIDERATION The COMPLEX is owned by the COLLEGE. There shall be no charge to the CITY for the use of the COMPLEX as described in this Agreement.

6.0 TERM AND TERMINATION

6.1 This Agreement shall take effect as of the date of execution as shown above and shall be for a term of one year with up to five (5) renewals, which may be exercised upon mutual consent of the parties;

6.2. This Agreement may be terminated by either party for cause upon ninety (90) days written notice by one of the parties.

7.0 INSURANCE AND INDEMNIFICATION

7.1. The CITY and COLLEGE agree to maintain current coverage of comprehensive general liability and workers compensation insurance

7.2. The parties hereto acknowledge that CITY and COLLEGE enjoy sovereign immunity. Each party agrees that it shall be fully responsible for its own negligent acts and/or omissions, and for the negligent acts and/or omissions of its employees, agents and attendants acting within the scope of their employment. Nothing contained herein is intended and shall be construed to waive either party's rights and immunities under the common law or Florida law, including without limitation, Florida Statutes 768.28.

8.0 NOTICE

8.1 Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To Broward College:

Broward College
Campus President, South Campus
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

For the City of Pembroke Pines:

City of Pembroke Pines
City Manager
10100 Pines Boulevard
Pembroke Pines, Florida 33026

9.0 AUTHORITY

9.1. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.


10.0 EXTENT OF AGREEMENT

10.1. Each Exhibit and/or Appendix referred to in this Agreement forms an essential part of this Agreement.

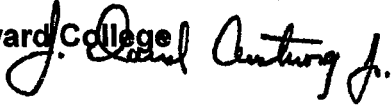
10.2. This Agreement represents the entire and integrated agreement between the CITY and the COLLEGE and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

City of Pembroke Pines

 Date 2/20/13

~~Mayor Frank C. Ortiz~~
Vice Mayor Carl Shechter

Broward College  Date 3/12/13

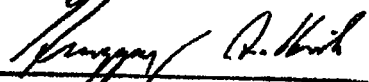
J. David Armstrong, Jr., President


APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 26 / 13

APPROVED AS TO FORM
AND LEGALITY:


GREGORY A. HAILE

PINES BLVD

EXHIBIT "A"

N

PINES RECREATION CENTER

SOFTBALL FIELD
BALL FIELD
BY COLLEGE

BASEBALL FIELD BY CITY
BALL FIELD
(LARGE FIELD)

PINES REC CENTER EXPANSION PROJECT

AIRPORT

20' MAX

40' MAX

60' MAX

NETBALL/FOOTBALL

100' MAX

120' MAX

NETBALL/FOOTBALL

LIGHT Poles TO BE RELOCATED

20' CANEBAK SPACES REMOVED

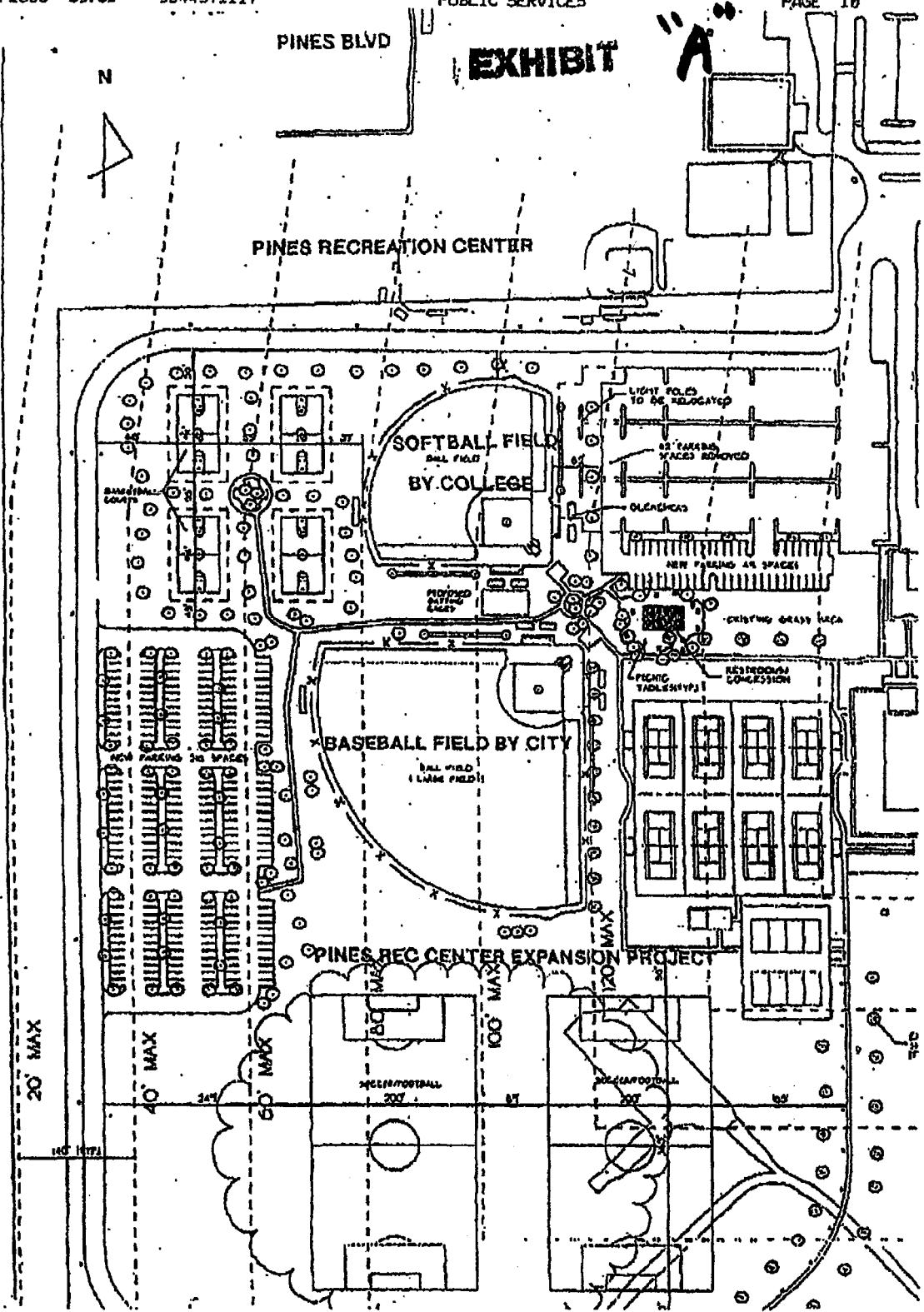
OLEANDERS

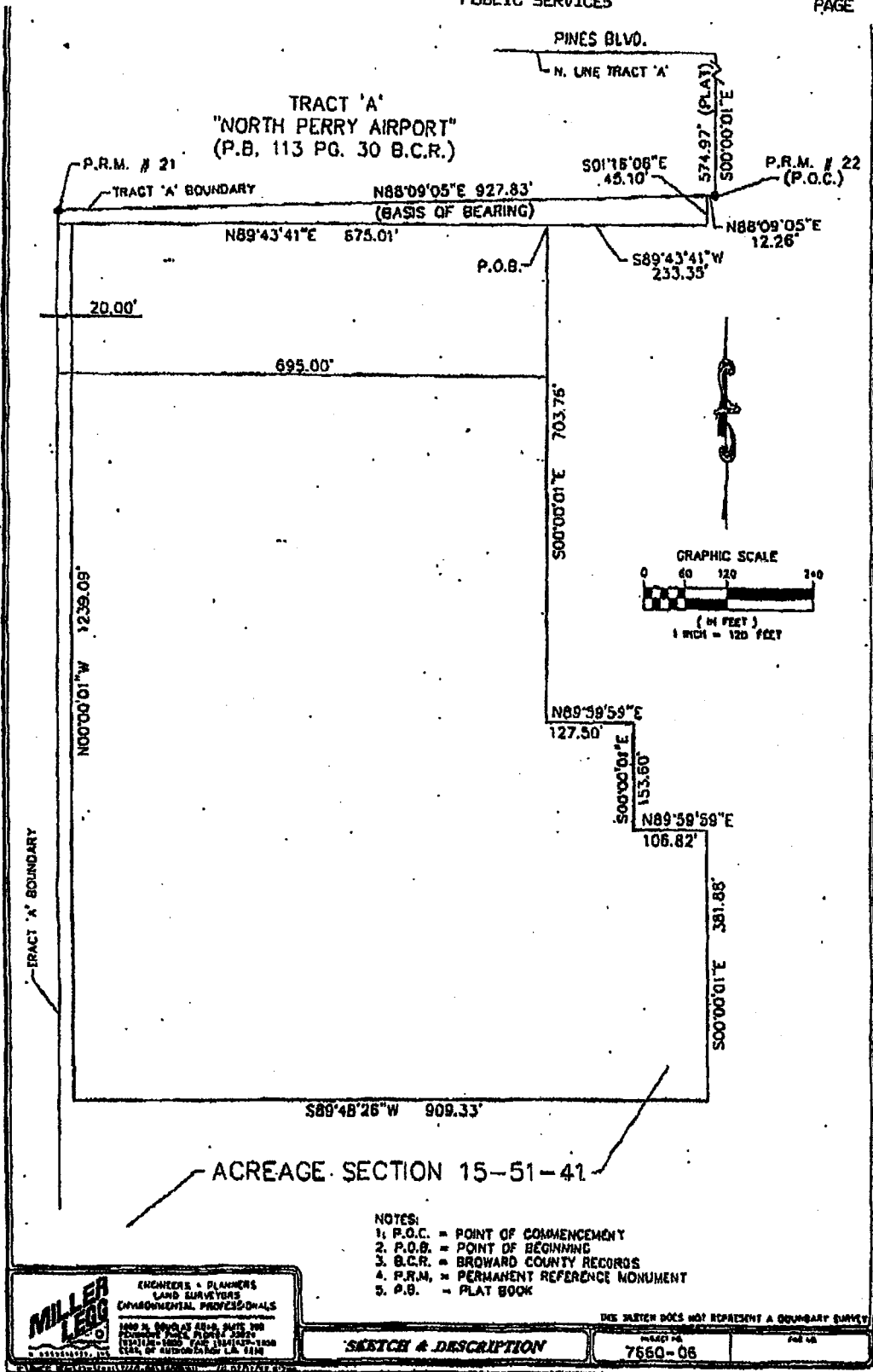
NEW PARKING SPACES

EXISTING GRASS PATCH

PICNIC TABLES (11)

RESTROOM CONSTRUCTION





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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into this 27th day of August, 2019 by and between the City of Pembroke Pines, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (“City”), and the District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida (the “College”). The City and the College may hereinafter be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, on March 12, 2013, the City and the College entered into an agreement to provide for the continued joint use of the sports complex located on College property at the Judson A. Samuels Campus (the “Complex”) and establish certain terms and conditions associated with the joint use thereof (the “Original Agreement”). A copy of the Original Agreement is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, the Original Agreement, as amended and renewed annually, terminated on March 11, 2019; and

WHEREAS, the City is currently negotiating with Broward County regarding the use of certain portions of North Perry Airport property located adjacent to the Complex, and such negotiations may affect the City’s future needs regarding the use of the Complex; and

WHEREAS, the Parties seek to continue to utilize the Complex under the same terms and conditions set forth in the Original Agreement for an additional year while the City’s negotiations continue; and

WHEREAS, the intent of this memorandum of understanding is to memorialize the Parties intention to continue to operate in accordance with the Original Agreement for one additional year; and

WHEREAS, the City and the College find that it is in the best interest of the health, safety and welfare of the community to continue to utilize the Complex pursuant to the Original Agreement for an additional year.

NOW THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto understand and agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The City and the College agree that they shall continue to be bound by the Original Agreement, attached hereto as Exhibit “A,” and continue to operate and utilize the Complex in accordance with the terms and conditions set forth in the Original Agreement



through February 28, 2020.

3. This memorandum of understanding may be terminated by either party, for cause or convenience, by providing thirty (30) days written notice to the other party.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:



MARLENE D. GRAHAM, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CITY OF PEMBROKE PINES

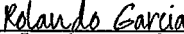
BY:



CHARLES F. DODGE, CITY MANAGER

DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

DocuSigned by:

BY: 

Print: Rolando Garcia

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into this 17th day of December 2020, with an effective date of February 29, 2020, by and between the City of Pembroke Pines, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida ("City"), and the District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida (the "College"). The City and the College may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on March 12, 2013, the City and the College entered into an agreement to provide for the continued joint use of the sports complex located on College property at the Judson A. Samuels Campus (the "Complex") and establish certain terms and conditions associated with the joint use thereof (the "Original Agreement"). A copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Original Agreement, as amended and renewed annually, terminated on February 28, 2020; and

WHEREAS, the City is currently negotiating with Broward County regarding the use of certain portions of North Perry Airport property located adjacent to the Complex, and such negotiations may affect the City's future needs regarding the use of the Complex; and

WHEREAS, the Parties seek to continue to utilize the Complex under the same terms and conditions set forth in the Original Agreement, excluding the City's use of the synthetic turf soccer field for an additional year while the City's negotiations continue; and

WHEREAS, the City agrees to perform all the maintenance and upkeep to the Complex at no cost to the College, as long as the City remains the sole user of the Complex; and

WHEREAS, the intent of this memorandum of understanding is to memorialize the Parties intention to continue to operate in accordance with the Original Agreement for one additional year; and

WHEREAS, the City and the College find that it is in the best interest of the health, safety and welfare of the community to continue to utilize the Complex pursuant to the Original Agreement for an additional year.

NOW THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto understand and agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The City and the College agree that they shall continue to be bound by the Original Agreement, attached hereto as Exhibit "A," and continue to operate and utilize the

Complex in accordance with the terms and conditions set forth in the Original Agreement, excluding the City's use of the synthetic turf soccer field through February 28, 2021.

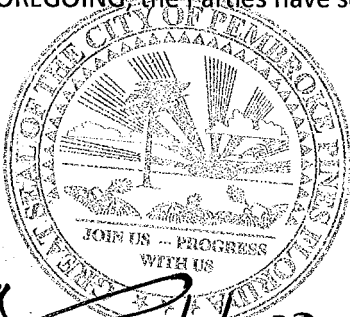
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- 3. This memorandum of understanding may be terminated by either party, for cause or convenience, by providing thirty (30) days written notice to the other party.

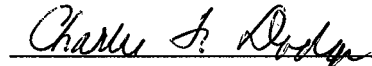
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day year first written above.

ATTEST:

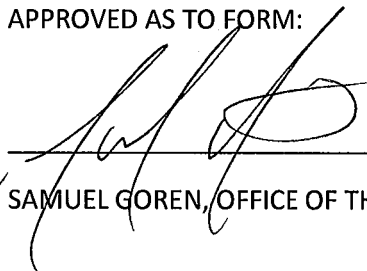


CITY OF PEMBROKE PINES

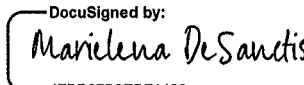

 MARLENE GRAHAM, CITY CLERK
 12/17/2020


 CHARLES DODGE, CITY MANAGER

APPROVED AS TO FORM:


 SAMUEL GOREN, OFFICE OF THE CITY ATTORNEY

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

DocuSigned by:

 4FBD37B0FBF1490...
 Marielena DeSanctis

 Provost & Sr. VP
 12/3/2020



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into this 15th day of April 2021, with an effective date of March 1, 2021, by and between the City of Pembroke Pines, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida ("City"), and the District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida (the "College"). The City and the College may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on March 12, 2013, the City and the College entered into an agreement to provide for the continued joint use of the sports complex located on College property at the Judson A. Samuels Campus (the "Complex") and establish certain terms and conditions associated with the joint use thereof (the "Original Agreement"). A copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Original Agreement, as amended and renewed annually, terminated on February 28, 2021; and

WHEREAS, the College agrees to extend the Original Agreement for an additional year commencing on March 1, 2021 and expiring on February 28, 2022 via this Memorandum of Understanding to allow the Parties time to develop a leasing arrangement for the City's continued use of the Complex; and

WHEREAS, the Parties seek to continue to utilize the Complex under the same terms and conditions set forth in the Original Agreement, excluding the City's use of the synthetic turf soccer field for an additional year while the City's negotiations continue; and

WHEREAS, the City agrees to perform all the maintenance and upkeep to the Complex at no cost to the College, as long as the City remains the sole user of the Complex; and

WHEREAS, the intent of this memorandum of understanding is to memorialize the Parties intention to continue to operate in accordance with the Original Agreement for one additional year; and

WHEREAS, the City and the College find that it is in the best interest of the health, safety and welfare of the community to continue to utilize the Complex pursuant to the Original Agreement for an additional year.

NOW THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto understand and agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The City and the College agree that they shall continue to be bound by the Original Agreement, attached hereto as Exhibit "A," and continue to operate and utilize the Complex in accordance with the terms and conditions set forth in the Original Agreement, excluding the City's use of the synthetic turf soccer field through February 28, 2022.



3. This memorandum of understanding may be terminated by either party, for cause or convenience, by providing thirty (30) days written notice to the other party.


IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day year first written above.

ATTEST:


4/15/2021

MARLENE GRAHAM, CITY CLERK

CITY OF PEMBROKE PINES



for CHARLES DODGE, CITY MANAGER

APPROVED AS TO FORM:


4/15/2021

SAMUEL GOREN, OFFICE OF THE CITY ATTORNEY

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By: 
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Print Name: John Dunnuck

Title: SVP Finance & Operations

Date: 3/18/2021

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into this 24th day of May 2022, with an effective date of March 1, 2022, by and between the City of Pembroke Pines, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida ("City"), and the District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida (the "College"). The City and the College may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on March 12, 2013, the City and the College entered into an agreement to provide for the continued joint use of the sports complex located on College property at the Judson A. Samuels Campus (the "Complex") and establish certain terms and conditions associated with the joint use thereof (the "Original Agreement"). A copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Original Agreement, as amended and renewed annually, terminated on February 28, 2022; and

WHEREAS, the College agrees to extend the Original Agreement for an additional year commencing on March 1, 2022 and expiring on February 28, 2023 via this Memorandum of Understanding to allow the Parties time to develop a leasing arrangement for the City's continued use of the Complex; and

WHEREAS, the Parties seek to continue to utilize the Complex under the same terms and conditions set forth in the Original Agreement, excluding the City's use of the synthetic turf soccer field for an additional year while the City's negotiations continue; and

WHEREAS, the City agrees to perform all the maintenance and upkeep to the Complex at no cost to the College, as long as the City remains the sole user of the Complex; and

WHEREAS, the intent of this memorandum of understanding is to memorialize the Parties intention to continue to operate in accordance with the Original Agreement for one additional year; and

WHEREAS, the City and the College find that it is in the best interest of the health, safety and welfare of the community to continue to utilize the Complex pursuant to the Original Agreement for an additional year.

NOW THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto understand and agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The City and the College agree that they shall continue to be bound by the Original Agreement, attached hereto as Exhibit "A," and continue to operate and utilize the Complex in accordance with the terms and conditions set forth in the Original Agreement, excluding the City's use of the synthetic turf soccer field through February 28, 2023.

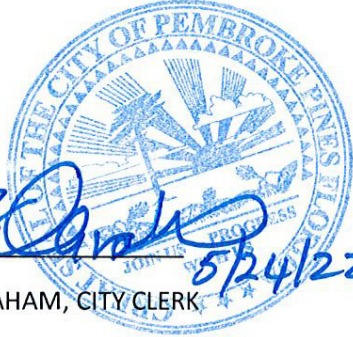


3. This memorandum of understanding may be terminated by either party, for cause or convenience, by providing thirty (30) days written notice to the other party.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day year first written above.

ATTEST:


MARLENE GRAHAM, CITY CLERK *5/24/22*

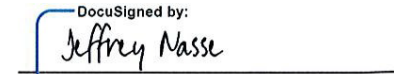


CITY OF PEMBROKE PINES


CHARLES DODGE, CITY MANAGER

APPROVED AS TO FORM:


SAMUEL GOREN, OFFICE OF THE CITY ATTORNEY *5/19/22*

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DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA
Jeffrey Nasse
Provost & SVP Academic Affairs



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING FOR THE JOINT USE OF SPORTS COMPLEX, is made and entered into effective as of the 29th day of February 2024 by and between the City of Pembroke Pines, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida ("City"), and the District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida (the "College"). The City and the College may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on March 12, 2013, the City and the College entered into an agreement to provide for the continued joint use of the sports complex located on College property at the Judson A. Samuels Campus (the "Complex")(the "Original Agreement"), a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the Parties subsequently entered into annual memoranda of understanding whereby the Parties agreed to be bound by the terms of the Original Agreement but in certain instances agreed to modified terms during the period of the applicable memoranda of understanding.

WHEREAS, the current Memorandum of Understanding between the Parties dated April 13, 2023 expires on February 28, 2024; and

WHEREAS, the City has requested, and College agrees, to extend the terms of the Original Agreement, with the amendments to the Original Agreement set forth herein, for an additional year and one day commencing on February 29, 2024 and expiring on February 28, 2025.

NOW THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto understand and agree as follows:

1. Recitals. The above recitations are true and correct and incorporated herein by this reference.
2. Terms and Conditions. The City and the College agree that they shall continue to be bound by the Original Agreement and continue to operate and utilize the Complex, excluding the synthetic turf soccer field, in accordance with the terms and conditions set forth in the Original Agreement, as amended by Section 4 below.
3. Term. Unless terminated earlier pursuant to the terms herein, the term of this Agreement shall commence on February 29, 2024 and remain in effect until February 28, 2025.
4. Amendments to Original Agreement.
 - a. The City may allow, on an occasional non-commercial basis, community groups, citizens and other users to utilize the Complex pursuant to written use agreements. Such use agreements are subject to the advance written approval of the College in its sole and absolute discretion. If the use agreements provide for payment to the City, the College and the City may negotiate a reasonable and appropriate revenue share.
 - b. Consistent with prior memoranda of understanding, City agrees to perform all

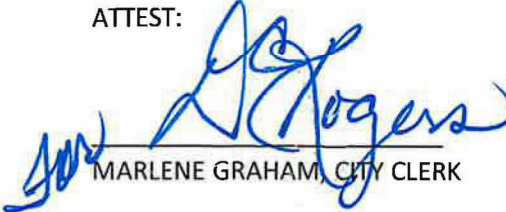


maintenance and upkeep to the Complex at no cost to the College as long as City remains the sole user of the Complex because the College is no longer regularly using the Complex. Should the College's use of the Complex become more than occasional use, the City may request that the College and City amend this Memorandum of Understanding pertaining to cost-sharing related to the College's use of the Complex and the College agrees to consider the request in good faith.

- 5. Termination for Convenience. The Original Agreement may be terminated by either party, for cause or convenience, by providing at least thirty (30) days written notice to the other party.
- 6. Capitalized Terms. All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Agreement. For clarification, the Sports Complex excludes the synthetic turf soccer field.
- 7. Ratification. Except as modified hereby, all of the terms, covenants and conditions of the Original Agreement shall remain in full force and effect and are hereby ratified and affirmed.
- 8. Conflict. In the event of a conflict between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall control.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:



 MARLENE GRAHAM, CITY CLERK

CITY OF PEMBROKE PINES



 CHARLES DODGE, CITY MANAGER

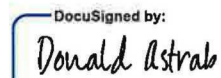
APPROVED AS TO FORM:



 SAMUEL GOREN, OFFICE OF THE CITY ATTORNEY



DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

DocuSigned by:


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