

Memorandum of Understanding/Partnership Agreement for Police Station, Substation, or Workstation at 2500 Inverrary Club Apartments

This Memorandum of Understanding (MOU) is between 2500 Inverrary Club Apartments/United Property Management, Inc. ("Property Owner") and the City of Lauderhill ("City"), through the Lauderhill Police Department ("LPD").

1. Purpose

The purpose of this MOU to outline the mutual understanding and general guidelines governing the establishment, access, and use of a designated area within the property owned by 2500 Inverrary Club Apartments for operation and use as a Police Station, Substation, or Workstation ("Facility") by Lauderhill Police Department, and to foster a cooperative relationship between the parties to enhance community safety and strengthen collaboration between law enforcement and the community.

2. Non-Binding Agreement

This MOU is intended to serve as a non-binding agreement except paragraphs 7, 8, and 9 outlining the mutual understanding between the parties.

3. Facility Modifications and Use of Space

The Lauderhill Police Department shall have full discretion regarding the internal configuration, layout, and functional use of the space designated as the Facility. Any and all modifications, partitions, or additions made to the Facility shall be performed at the discretion of the City/LPD. All such modifications requested by LPD shall be reviewed and approved by Property Owner designated architects and engineers prior to implementation.

4. Costs and Expenses

Property Owner shall be responsible for all costs and expenses related to the construction, remodeling, furnishing, utilities, phone service, alarm systems, and any other operational needs of the Facility. Any costs associated with requested modifications by the LPD shall be subject to prior review and written approval by Property Owner.

5. Access Control

The LPD shall be the sole entity with authorized access to the Facility. Access shall be controlled and managed by LPD through a keypad, fob system, or other secure access method at the Department's discretion. All signage related to the Facility shall be produced and installed by Property Owner in accordance with the direction and specifications provided by the LPD.

6. Parking

Property Owner shall provide and clearly designate parking spaces for the exclusive use of the LPD and its representatives. These spaces shall be properly marked to indicate reserved status for official police use only.

7. Liability

Upon occupancy and use of the Facility by LPD or its representatives, Property Owner shall not be held responsible or liable for any injuries, accidents, losses, or incidents occurring within or in connection with the Facility. The LPD shall assume full responsibility for the activities, personnel, and operations conducted by the LPD within the designated space and shall provide a Certificate of Insurance.

8. Certificate of Insurance

Lauderhill Police Department must maintain a certificate of insurance and name 2500 Inverrary Club Apartments, LLC/United Property Management, Inc. as additional insured.

9. Common Law Indemnification

Both parties agree to indemnify and hold harmless each party, the party's agent(s) and each of their respective officers, directors, managers, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) arising in any manner, directly or indirectly, out of or in connection with, or in the course of, or incidental to any of the other party and includes common law indemnification.

10. Term and Termination

This MOU shall become effective on the date of the last signature below and shall remain until terminated by either party with thirty (30) days' written notice to the other party without cause or penalty.

11. Notices and Contact Persons

Any notice required or permitted to be given under this MOU shall be in writing, shall specifically refer to this MOU, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing. The notice shall be deemed to have been given all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

11. General Provisions

This MOU represents the entire understanding between the parties and supersedes any prior discussions or correspondence related to the subject matter herein. Any amendments or modifications to this MOU must be made in writing and signed by authorized representatives of both parties. Both parties agree to maintain open communication and cooperation to ensure the effective and safe operation of the Facility.

12. Dispute Resolution

If a dispute arises concerning the interpretation, validity, performance or alleged breach of this MOU, then the complaining party shall notify the other party in writing thereof. Within seven (7) days of such notice, management level representatives of both parties shall attempt to resolve the dispute in good faith.

13. Venue

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the MOU that are not resolved to the mutual satisfaction of the parties shall lie exclusively in a state court of appropriate jurisdiction in Broward County, Florida.

14. Confidentiality

Both parties agree to maintain confidentiality of any proprietary or sensitive information shared in connection with this MOU.

15. Totality of MOU

This MOU contains all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or bind any of the parties hereto. If any provision of this MOU is held invalid or void, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. Signatures

This MOU may be signed in counterparts and the MOU, together with its counterpart signature pages, shall be deemed valid and binding on each party when duly executed by all parties. Facsimile and electronically scanned signatures shall be deemed valid and binding for all purposes. This MOU may be amended only by an instrument in writing signed by the party to be charged with enforcement thereof this MOU supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this non-binding MOU, however Sections 7, 8, and 9 of this MOU are acknowledged by the parties as binding and enforcement, as of the dates set forth below:

On Behalf of 2500 Inverrary Club Apartments

Name: _____

Title: _____

Date: _____

Address: _____

On Behalf of City of Lauderhill

Name: _____

Title: _____

Department: _____

Date: _____

Address: _____

On Behalf of Lauderhill Police Department

Name: _____

Title: _____

Department: _____

Date: _____

Address: _____