

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into and made effective this ___ day of _____, 2024 by and between *Hollybrook Golf and Tennis Club Condominium, Inc.* (hereinafter “Hollybrook”), a not for profit corporation organized and existing under Florida State law located at 900 S Hollybrook Drive, Pembroke Pines, Florida 33025, and the *City of Pembroke Pines*, a municipal corporation (hereinafter “City), each individually a “Party,” and collectively “Parties.”

WITNESSETH:

WHEREAS, the City operates the Community Shuttle, which is primarily funded by Broward County and offers free transportation services throughout the City to all individuals wishing to utilize said service (“CS”); and

WHEREAS, the CS offers three (3) different route schedules to transport individuals throughout the City; and

WHEREAS, the CS’s daily routes include predetermined stops at locations identified by the City as being capable of promoting increased ridership; and

WHEREAS, the CS has proven to be a successful and in-demand service for the citizens and residents of Pembroke Pines; and

WHEREAS, representatives of Hollybrook’s Condominium Association have requested that the City amend one of the CS’ daily transit routes to provide a stop at the Hollybrook Property (the “Bus Stop”), and more specifically at its clubhouse located at 900 S Hollybrook Drive, Pembroke Pines, Florida 33025; and

WHEREAS, the City, Broward County Transit Department, and Hollybrook have negotiated the terms necessary for the City to provide the Bus Stop; and

WHEREAS, Broward County has requested that the City and Hollybrook enter into this Memorandum prior to establishing the requested Bus Stop; and

WHEREAS, the City’s CS provides similar services to at least one (1) other private community within the City; and

WHEREAS, the City has a history of promoting the utilization of public transit and increased ridership for its CS; and

WHEREAS, the City Commission of the City of Pembroke Pines finds that it is in the best interest of the City to provide a stop for the City’s Community Shuttle within the Hollybrook property.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. The foregoing “Whereas” clauses are hereby confirmed as being true and correct and are hereby made a specific part of this Memorandum.

2. **City's Obligations:** City shall:
 - a. Take steps necessary to revise the City CS's "Blue Route", attached hereto as **Exhibit "A"**, to include a stop at the Hollybrook clubhouse located at 900 S Hollybrook Drive, Pembroke Pines, Florida 33025 (the "Property").
 - b. Endeavor to provide transportation services through its CS program to the Hollybrook community upon the successful completion and official opening of the Bus Stop within the Community.
3. **Hollybrook's Obligations:** Hollybrook shall:
 - a. Assume sole responsibility for all riders entering and exiting the Property utilizing the CS, including those riders who are not members of Hollybrook, as further outlined herein.
 - b. Provide security personnel to ensure that only residents of Hollybrook, authorized guests, and other individuals lawfully permitted to enter the Hollybrook property have access to the Property through the CS.
 - c. Create and establish the Bus Stop on the Property in a manner that meets all standards and regulations, including those required by the Broward County Transit Design Standards and Guidelines, the Americans with Disability Act, the City's Code of Ordinances, and state and federal law.
 - d. Conduct routine maintenance on the Bus Stop to ensure safety and continued compliance with the required laws, ordinances, standards, and guidelines.
 - e. Indemnify and hold the City and Broward County harmless from any and all claims stemming from the transportation services that the City will provide at Hollybrook as further detailed herein.
4. **Term:** This MOU shall be effective on the date upon which it has been signed by both parties ("Effective Date"). This MOU shall continue until terminated by either party pursuant to the procedures described in Section 11 of this MOU.
5. **Governing Law:** This MOU shall be governed under State of Florida law. The venue for any and all actions or claims arising out of or related to this MOU shall be in Broward County, Florida. Nothing in this MOU is intended to be contrary to state or federal laws. In the event of conflict between terms of this MOU and any applicable state or federal law, that state or federal law will supersede the terms of this MOU.
6. **Compensation:** There shall be no compensation or remuneration offered or requested between the parties under this MOU.
7. **Service Subject to Funding and Transportation Services Agreement.** Hollybrook understands and agrees that the provision of the CS to the Property as noted herein is subject to receiving funding from Broward County for the CS, the appropriation and availability of funds through the City's annual budget, and a legally valid active Transportation Services Agreement providing CS within the City.

8. **Indemnification:** Hollybrook agrees to indemnify and hold City and Broward County and its officers, agents, and employees harmless from any and all liability, claims, demands, damages, fees and costs of whatever kind, and causes of action sustained by Hollybrook, by reason of, or resulting from use of the CS and the Bus Stop as provided under this Memorandum. It the intention of Hollybrook and CITY that CITY and Broward County, its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss, or expense resulting to Hollybrook due to accidents, mishaps, misconduct, negligence, or injuries, either in person or property arising from providing the City's CS at the Property. Hollybrook shall pay all claims and losses in connection with any demands or causes of action whatsoever and shall investigate and defend all claims, suits or actions of any kind or nature in the name of City, where applicable, including appellate proceedings, and shall pay costs, judgments, and attorneys' fees which may issue thereon.
9. **Assumption of Risk.** Hollybrook hereby expressly assumes the risk of - and further agrees to remain liable for - any damages which may result to any person or property by reason of or in connection with the use of the CS as provided for in this Memorandum and agrees to pay City for all damages caused to City resulting from such use.
10. **Survival.** City and Hollybrook understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Memorandum and continue in full force and effect as to the each Party's responsibility to indemnify.
11. **Termination:** Notwithstanding any provisions of this MOU, either party may terminate this MOU by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
12. **Relationship Between Parties:** This MOU does not create an employee/employer relationship between the Parties. This MOU shall not be construed as creating any joint employment relationship between Hollybrook and the City. The City will not be liable for any obligation incurred by Hollybrook as a result of this MOU.
13. **Sovereign Immunity:** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
14. **Assignments; Amendments:** This MOU, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Hollybrook without the prior written consent of the City. It is further agreed that no amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written amendment executed by the Parties hereto.
15. **Notice:** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Hollybrook and City designate the following as the respective places for giving of notice:

City: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Jay Shechter
Community Services Director
601 City Center Way
Pembroke Pines, FL 33025
Email: jshechter@ppines.com
Telephone No. (954) 392-2130

Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Hollybrook: Hollybrook Golf and Tennis Condominium, Inc.
Attn: Michael E. Eaton, President
900 Hollybrook Drive
Pembroke Pines, FL. 33025
Email: president@hollybrook.com
Telephone No. (954)431-0600 Ext. 261

**REMAINDER OF PAGE
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Signature below indicates parties have read and agreed to conditions outlined above in *Memorandum of Understanding*.

For City of Pembroke Pines

Signature

date

For Hollybrook Golf and Tennis Club Condominium, Inc.


Signature

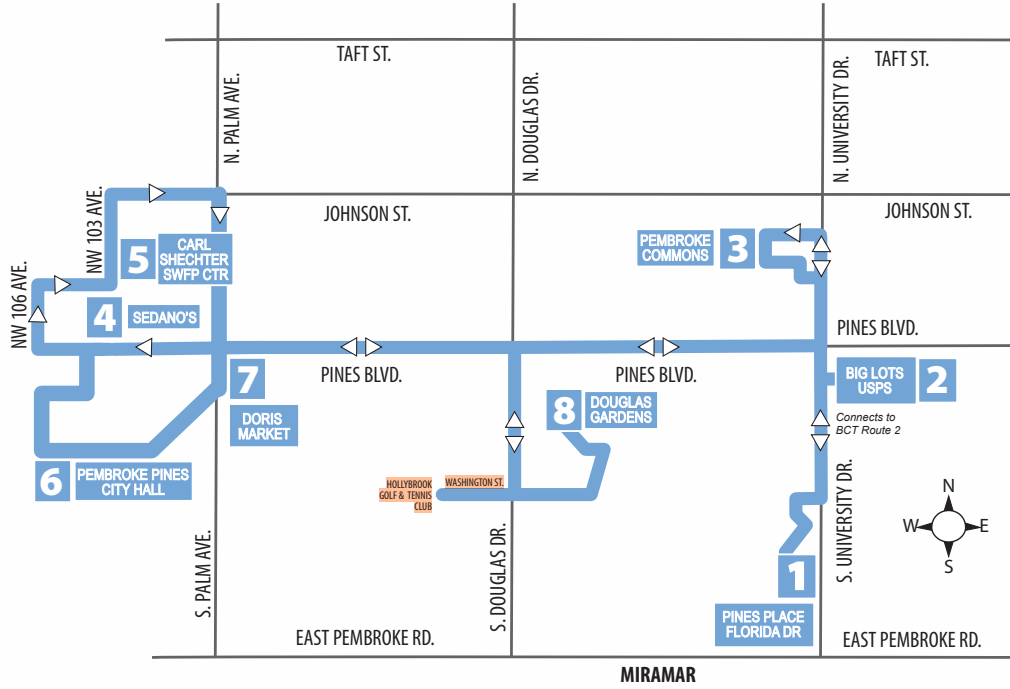
9/10/24
date

EXHIBIT "A"

Pembroke Pines Community Shuttle

Blue Route

BCT ROUTE 726 BLUE EAST ROUTE



1	2	3	4	5	5	6	7	8	1
PINES PLACE 8203 FLORIDA DR - BUILDING	BIG LOT/USPS PINES BLVD & UNIVERSITY DR.	PUBLIX-PEMBROKE COMMONS	SEDANO'S PINES BLVD & 103A	CARL SHECHTER SW FOCAL PT. CTR DEPARTMENT	CARL SHECHTER SW FOCAL PT. CTR DEPARTMENT	PEMBROKE PINES CITY HALL	BEALLS PLAZA (DORIS MKT.) PINES BLVD & PALM AVE	DOUGLAS GARDENS SW 88 AVE - BUILDING	PINES PLACE 8203 FLORIDA DR - BUILDING
9:00a	9:07a	9:15a	9:25a	9:29a	9:35a	9:42a	9:48a	10:00a	10:11a
10:11a	10:18a	10:26a	10:36a	10:40a	10:46a	10:53a	10:59a	11:11a	11:22a
11:22a	11:29a	11:37a	11:47a	11:51a	11:57a	12:04p	12:10p	12:22p	12:33p
12:33p	12:40p	12:48p	12:58p	1:02p	1:08p	1:15p	1:21p	1:33p	1:44p
1:44p	1:51p	1:59p	2:09p	2:13p	2:19p	2:26p	2:32p	2:44p	2:55p
2:55p	3:02p	3:10p	3:20p	3:24p					