

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE OPTIMIST CLUB OF COOPER CITY INC.  
and  
THE CITY OF COOPER CITY, FLORIDA  
REGARDING  
PURCHASE OF SAND FOR BEACH VOLLEYBALL COURTS**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between The Optimist Club of Cooper City Inc., a Florida Not for Profit Corporation with a principal address of 10500 Stirling Road, Cooper City, FL. 33026 (hereinafter referred to as “OPTIMIST CLUB”), and the City of Cooper City, a municipal corporation with a principal address of 9090 Southwest 50 Place, Cooper City, FL. 33328. (hereinafter referred to as “CITY”). CITY and OPTIMIST CLUB may collectively be referred to as “Parties”.

**WHEREAS**, the OPTIMIST CLUB has coordinated and administered sports programming within the CITY for youth and adults alike for over forty years; and

**WHEREAS**, the sports programming offered by the Optimist Club consists of activities and programs for several sports including, but not limited to basketball, flag football, baseball, soccer, and beach volleyball; and

**WHEREAS**, beach volleyball is typically offered by the Optimist Club from June through November and is a popular program among the CITY’s residents; and

**WHEREAS**, beach volleyball requires regular and routine replacement and maintenance of sand; and

**WHEREAS**, the OPTIMIST CLUB has historically purchased and maintained the sand used for beach volleyball; and

**WHEREAS**, in recognition of the importance of beach volleyball to the City’s residents, the City has agreed to assume the responsibility of purchasing the sand used for the beach volleyball program administered by the OPTIMIST CLUB subject to certain terms and conditions detailed herein; and

**WHEREAS**, CITY believes that assuming the responsibility of purchasing sand for the beach volleyball program administered by the OPTIMIST CLUB is a necessary step to help ensure that a popular sporting activity that promotes the health and welfare of its residents remains active and ongoing.

**NOW THEREFORE**, the Parties agree as follows:

1. The foregoing “WHEREAS” clauses are true and correct and expressly made a part hereof.
2. General Terms
  - a. Commencing on November 1, 2024, the CITY shall assume the responsibility to purchase sand, on an as-needed basis, for the beach volleyball courts located at the Cooper City Sports Complex, in an annual amount not to exceed \$18,000.00 per fiscal year. The CITY, in its sole discretion, shall determine the frequency of the purchase of sand purchased pursuant to this MOU. In the event that the cost of sand exceeds \$18,000, The OPTIMIST CLUB shall be responsible for any and all costs in excess of \$18,000.
  - b. CITY shall purchase sand for the Beach volleyball program directly from third party vendors, in accordance with the City’s Procurement Code.
  - c. OPTIMIST CLUB shall continue to install and maintain all sand purchased by the CITY for use in the Beach Volleyball Courts.
  - d. OPTIMIST CLUB shall continue to coordinate and administer all beach volleyball programming.
3. Indemnity and Hold Harmless. OPTIMIST CLUB shall indemnify and hold the CITY and its officers, employees, agents, and instrumentalities harmless from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the CITY or its officers, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the MOU.
4. Termination. This MOU may be terminated by the CITY, in its sole discretion, upon no less than ten (10) days’ written notice to OPTIMIST CLUB.
5. Governing Law and Venue. The validity and interpretation of this MOU shall be governed by the laws of the State of Florida and venue shall be proper in Broward County.
6. Notice. All Notice under this MOU shall be effective only if made in writing and delivered 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, OPTIMIST CLUB and CITY designate the following as the respective places for providing notice:

CITY: Ryan Eggleston  
9090 SW 50 Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody, & Ezrol, P.A.  
3099 East Commercial Boulevard  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500

OPTIMIST CLUB: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Complete MOU. This MOU constitutes all agreements and understanding among the Parties relating to the beach volleyball program.
8. Counterparts. This MOU may be executed in any number of counterparts, including facsimile or electronic documents. Each such counterpart, facsimile or electronic document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed MOU.

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**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OPTIMIST CLUB OF COOPER CITY INC. AND THE CITY OF COOPER CITY, FLORIDA, REGARDING PURCHASE OF SAND FOR BEACH VOLLEYBALL AND THE COOPER CITY SPORTS COMPLEX.**

**IN WITNESS WHEREOF**, the parties hereby execute this Memorandum of Understanding on the date(s) set forth below:

**OPTIMIST CLUB OF COOPER CITY INC.:**

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COOPER CITY, FLORIDA:**

\_\_\_\_\_

Date: \_\_\_\_\_

City Manager

Approved as to form and legal sufficiency  
subject to execution by the parties:

\_\_\_\_\_

Date: \_\_\_\_\_

Jacob G. Horowitz  
City Attorney