

Memorandum of Understanding Regarding the Location for the Latin American Presidential Library

I. Purpose

This **Memorandum of Understanding Regarding the Location for the Latin American Presidential Library** ("MOU") is entered into between **Broward County**, a political subdivision of the State of Florida ("County") and the **Latin American Presidential Mission of the Global Peace Foundation**, a U.S. based not for profit charitable organization incorporated in the State of Delaware with 501(c)(3) tax exemption ("LAPM") on the Effective Date stated herein for the purpose of outlining the terms of the partnership between the County and LAPM to explore options for locating a Latin American Presidential Library in Broward County, Florida. LAPM and the County are also referred to collectively as "parties" and each individually as a "party."

II. Background

In the United States, there are presidential libraries or centers honoring every President since Herbert Hoover. These libraries are repositories for preserving and making available the papers, records, collections, and other historical materials of their career and time in office. In addition to providing library services, these libraries display museum exhibitions concerning each of the presidencies and carry out public programs on relevant topics. As there is no similar tradition in Latin America or the Caribbean, when presidents in Central and South America and the Caribbean complete their terms, they take all of their personal papers and mementos with them.

LAPM seeks to create a permanent Latin American Presidential Library or Center where each of the countries in Latin America and the Caribbean can be represented. LAPM is a civic movement of democratically elected former presidents committed to improving the dialogue in the Americas, strengthening democracy, and contributing to peace and development in Latin America. The Latin American Presidential Library would centralize official and personal Presidential documents and other materials related to the democratically elected presidents of Latin America and the Caribbean from 1970 to the present.

Broward County is an ideal location for a Latin American Presidential Library or Center. The County serves as a gateway to Latin America and the Caribbean and is home to large Latin American and Caribbean communities. A Latin American Presidential Library in Broward County would spur economic development in Broward County as it would attract tourists and academics from around the region and world.

III. Term

This MOU shall commence upon the date signed by the last of the parties below ("Effective Date") and shall continue to be in effect until either party terminates the MOU as described in the Termination section of this MOU.

IV. Scope of Latin American Presidential Library/Center Project

The County and LAPM will collaborate to explore appropriate locations within Broward County for a Latin American Presidential Library or Center.

V. LAPM Responsibilities

LAPM shall undertake the following activities:

- A. Assign a person from LAPM to be a liaison to the County for the purposes of this MOU.

- B. Provide the County with the information and resources necessary to understand the features and amenities that would be needed in a venue for a Latin American Presidential Library in Broward County.
- C. Assist in securing additional sponsors and partners for the development of the Latin American Presidential Library.
- D. Work to secure resources and materials for the Latin American Presidential Library.
- E. Serve as the lead partner in the development of the Latin American Presidential Library.

VI. County Responsibilities

The County shall undertake the following activities:

- A. Assign a person from the County to be a liaison to LAPM for the purposes of this MOU.
- B. Work through the Greater Fort Lauderdale Convention and Visitors Bureau to identify a potential location for a Latin American Presidential Library in Broward County.
- C. Publicly support the concept of locating a Latin American Presidential Library in Broward County.
- D. Assist in looking for additional resources for the development of the Latin American Presidential Library.

VII. Termination

Either party may terminate this MOU for convenience by giving written notice to the other party. This MOU shall terminate on the termination date stated in written notice, which termination date shall be not less than thirty (30) days after the date of such written notice. This MOU may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If the County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at the County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

VIII. Notices

In order for a notice to a party to be effective under this MOU, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

To LAPM:

Global Peace Foundation
Attn: Thomas Field
9320 Annapolis Road, Suite 100
Lanham, Maryland 20706
Email address: fieldtr@globalpeace.org

Copy to:
Latin American Presidential Mission
Attn: Margaret Delmont
3970 Oaks Clubhouse Dr. #110
Pompano Beach FL 33069

To County:

Broward County
Attn: Bertha Henry
Governmental Center, Room 409
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301
Email address: bhenry@broward.org

Copy to:
Office of the County Attorney
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

IX. Miscellaneous

- A. Modifications and Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by the County and LAPM or others delegated authority or otherwise authorized to execute same on their behalf.
- B. Nondiscrimination. No party to this MOU may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this MOU.
- C. Compliance with Laws. LAPM shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this MOU.
- D. Public Records. To the extent LAPM is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, LAPM shall:
 - i. Keep and maintain public records required by the County to perform the services under this MOU;
 - ii. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this MOU and following completion or termination of this MOU if the records are not transferred to the County; and
 - iv. Upon completion or termination of this MOU, transfer to the County, at no cost, all public records in possession of LAPM. If LAPM transfers the records to the County, LAPM shall destroy any duplicate public records that are exempt or confidential and exempt. If LAPM keeps and maintains public records, LAPM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

The failure of LAPM to comply with the provisions of this Section shall constitute a material breach of this MOU entitling the County to exercise any remedy provided in this MOU or under applicable law.

A request for public records regarding this MOU must be made directly to the County, who will be responsible for responding to any such public records requests. LAPM will provide any requested records to the County to enable the County to respond to the public records request.

Any material submitted to the County that LAPM contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, LAPM must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to the County for records designated by LAPM as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by LAPM. LAPM shall indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF LAPM HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO LAPM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7362, alcohen@broward.org, 115 S. ANDREWS AVE., SUITE 409, FORT LAUDERDALE, FLORIDA 33301.

- E. Public Entity Crime Act. LAPM represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this MOU will not violate that Act. In addition to the foregoing, LAPM further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LAPM has been placed on the convicted vendor list. Notwithstanding any provision in this MOU to the contrary, if any representation stated in this section is false, the County shall have the right to immediately terminate this MOU and recover all sums paid to LAPM under this MOU.
- F. Governing Law, Venue, and Jury Trial Waiver. This MOU shall be construed, interpreted, enforced and governed by and under the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this MOU shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS MOU, LAPM AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOU. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT**

ARISING OUT OF THIS MOU AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- G. Independent Contractor. LAPM is an independent contractor under this MOU. Neither LAPM nor its agents shall act as officers, employees, or agents of the County. LAPM shall not have the right to bind the County to any obligation not expressly undertaken by the County under this MOU.
- H. Third Party Beneficiaries. Neither LAPM nor the County intends to directly or indirectly benefit a third party by this MOU. Therefore, the Parties acknowledge that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a right or claim against either of them based upon this MOU.
- I. Severability. In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.
- J. Joint Preparation. This MOU has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.
- K. Prior Agreements. This MOU represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this MOU that is not contained in this written document.
- L. Interpretation. The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation of this MOU. All personal pronouns used in this MOU shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this MOU as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this MOU, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- M. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Memorandum of Understanding Regarding the Location for the Latin American Presidential Library**: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2018, and LATIN AMERICAN PRESIDENTIAL MISSION OF THE GLOBAL PEACE FOUNDATION, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

AEA/wp
06/07/18
#263272

MEMORANDUM OF UNDERSTANDING REGARDING THE LOCATION FOR THE LATIN
AMERICAN PRESIDENTIAL LIBRARY

LAPM

WITNESSES:

LATIN AMERICAN PRESIDENTIAL
MISSION OF THE
GLOBAL PEACE FOUNDATION

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)