

**ITEM #44**

**ADDITIONAL MATERIAL  
10:00 A.M.**

**PUBLIC HEARING**

**MAY 22, 2018**

**SUBMITTED AT THE REQUEST OF**

**ENVIRONMENT PROTECTION and  
GROWTH MANAGEMENT  
DEPARTMENT**



Environmental Protection and Growth Management Department  
115 S. Andrews Avenue, Room 329 • Fort Lauderdale, Florida 33301 • 954-357-6612 • FAX 954-357-8655

DATE: May 18, 2018

TO: Broward County Board of County Commissioners

THRU: Bertha W. Henry, County Administrator *W.C. for B. Henry*

FROM: Henry Sniezek, Director *[Signature]*  
Environmental Protection and Growth Management Department

RE: Public Hearing Item 44 - Pompano Beach Land Use Plan Amendment PC 18-5 - Evacuation Shelter Staff

Please find attached a draft Interlocal Agreement (ILA), supported by County staff, which seeks to provide a legally enforceable mechanism, consistent with the Planning Council's recommendation, to reflect the substance of the voluntary commitment offered by the Pompano Beach City Manager via letter on March 28, 2018. In summary, the draft ILA includes the following:

1. Accepts the City's commitment to provide 19 evacuation shelter staff (5 shelter managers and 14 support shelter staff)
2. Defines conditions under which City staff would be assigned and deployed as evacuation shelter staff.
3. Ensures the County provides appropriate training and supplies for City shelter staff.
4. Commits the County to contribute 12.5% toward compensating City staff during the period they are deployed as shelter staff.

County staff has communicated with City staff, and the draft ILA has been modified as the result of these communications. But we cannot, as of this writing, state support from City staff of the draft ILA. We have invited City staff to submit comments in support, or an alternate proposal for the Board's consideration.

Please feel free to contact me at your convenience at 954-357-6670, or [hsniezek@broward.org](mailto:hsniezek@broward.org), if you or your staff have any questions.

Attachment

cc: Andrew Meyers, Esq., County Attorney  
Robert Melton, County Auditor  
Monica Cepero, Deputy County Administrator  
Alphonso Jefferson, Assistant County Administrator  
Barbara Blake Boy, Executive Director, Broward County Planning Council

**DRAFT 05/18/18**

Return recorded document to:

Henry Sniezek, Director  
Broward County Environmental Protection and  
Growth Management Department  
Governmental Center, Room 329  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

Document prepared by:  
Maite Azcoitia, Deputy County Attorney  
Broward County Attorney's Office  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

AGREEMENT BETWEEN BROWARD COUNTY AND  
THE CITY OF POMPANO BEACH  
FOR EVACUATION SHELTER STAFFING

This is an Agreement, made and entered into by and between: Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

AND

City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. Applications have been filed with County for amendments to the Broward County Land Use Plan and Land Use Plan text related to property located in City, said applications being identified as PC 18-5 and PCT 18-3, respectively ("Applications").

B. The property subject of the Applications is approximately 9.6 acres in size and is generally located on the east side of Federal Highway/U.S. 1, between Northeast 14 Street and Northeast 17 Street ("Property").

C. The Applications seek to redesignate the Property from 6.0 acres of Commerce; 3.2 acres of Medium-High (25) Residential; and 0.4 acres of Low-Medium (10) Residential to Activity Center consisting of three hundred forty-three (343) multi-family dwelling units; 510,000 square feet of commercial use, including but not limited to boat sales, offices, showrooms and related uses; and 75,000 square feet of marina use, including boat storage, boat repair and a maximum of fifteen (15) wet slips.

D. Approval and development in accordance with the applications will result in the addition of two hundred fifty-nine (259) dwelling units, as eight-four (84) dwelling units are currently permitted by the Broward County Land Use Plan.

E. The residential units on the Property would be subject to an evacuation order in the event that a Broward County "Zone B" storm evacuation is issued.

F. Policy 2.12.8 of the Broward County Land Use Plan provides that Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance time and/or emergency shelter capacities.

G. In order to address Policy 2.12.8 of the Broward County Land Use Plan, City has agreed to provide City employees as staff to assist with emergency evacuation shelters, subject to County's assignment, deployment, and supervision.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Shelter Staffing. In the event a "Zone B" storm evacuation is ordered, City shall provide City employees to provide services at an emergency shelter(s). Said staffing shall consist of four (4) evacuation shelter managers and fifteen (15) evacuation shelter support staff.

3. Training. All City employees providing service under this Agreement shall meet the appropriate eligibility and training requirements. City shall make all reasonable efforts to ensure that City employees providing services under this Agreement receive training provided by County by June 1 or within one (1) month after such training is first made available by County, whichever is later.

4. Staff Assignment. Evacuation shelter staff provided by City shall be assigned by County and deployed to evacuation shelters in City; unless, due to the scale of the evacuation emergency and/or the unavailability of critically needed evacuation shelters elsewhere would reasonably pose an imminent threat to the safety of those in the general public seeking shelter. In such instances, City employees providing services under this Agreement may be assigned by County and deployed to evacuation shelters outside of City. City employees providing services at an evacuation shelter pursuant to this Agreement shall be utilized and have access to materials and supplies consistent with all deployed non-City employee evacuation shelter staff.

5. Compensation. Expenses associated with compensating City staff for their time upon and to the conclusion of their deployment and service as evacuation shelter staff is reimbursable by the County at 12.5%.

6. Term. This Agreement shall become effective upon recordation in the public records of Broward County, Florida, and shall remain in full force and effect until terminated as provided in Section 7.

7. Termination. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board of County Commissioners. Termination for convenience by the Board of County Commissioners shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) calendar days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

8. Modification; Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Governmental Immunity. City is a state agency as defined in Chapter 768.28, Florida Statutes, and County is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

10. Insurance. County and City are self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

11. Notices. Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

To County:

Director, Environmental Protection and Growth Management Department  
Governmental Center, Room 329  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

With copy to:

County Administrator

115 South Andrews Avenue, Suite 409  
Fort Lauderdale, Florida 33301

To City:

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With copy to:

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12. Assignment. Neither party shall have the right to assign this Agreement.

13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. Severability. In the event any part of this Agreement is found to be unenforceable in any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15. Entire Agreement. It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

17. No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless expressly provided for herein.

18. Independent Contractor. City is an independent contractor under this Agreement. Services provided by City employees pursuant to this Agreement shall be subject to the supervision of County. In providing such services, neither City nor its agents shall act as officers, employees, or agents of the County. This Agreement shall not constitute or make the parties a partnership or joint venture.

19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT 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.**

20. Compliance with Laws. City 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 Agreement.

21. Drafting. This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

22. Prior Agreements. This Agreement 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 Agreement that is not contained in this written document.

23. Recording. This Agreement shall not become effective and shall not be recorded in the public records of Broward County, Florida, until after approval of the Applications by County and the expiration of all appeals periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect County's approval of the Applications.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement Between County and City for Evacuation Shelter Staffing: Broward County, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the City, signing by and through its \_\_\_\_\_, duly authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY  
AND THE CITY OF POMPANO BEACH  
FOR EVACUATION SHELTER STAFFING

City

City of Pompano Beach

Attest:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney



# CITY MANAGER'S OFFICE

Greg Harrison, City Manager

E: greg.harrison@copbfl.com | P: 954.786.4601 | F: 954.786.4504

March 28, 2018

Barbara Blake Boy  
Broward County Planning Council  
115 South Andrews Avenue, Room 307  
Fort Lauderdale, Florida 33301



Re: Pompano Beach Proposed Hidden Harbour Land Use Plan Amendment Referenced as BCLUP amendment PC 18-5

Dear Ms. Blake Boy,

We are in receipt of the email from Henry Sniezek, Director of Environmental Protection and Growth Management Department, requesting assistance with emergency evacuation shelters. Based on the discussion at the March 22<sup>nd</sup> Broward County Planning Council Meeting, the previous commitments and efforts outlined by the City did not adequately address the County's concern regarding evacuation shelter staff. We understand the issues that the County and the Broward County School Board are facing with regard to meeting the statutory requirement for emergency management. Therefore, in an effort to comply with the County requirements, the City of Pompano Beach will work with the County to provide the support staff needed to assist at the evacuation shelters when a storm evacuation is ordered.

In the event a Broward County "Zone B" storm evacuation is ordered, the City of Pompano Beach commits to provide City employees for service, meeting the appropriate eligibility and training requirements, consisting of four (4) evacuation shelter manager, and fifteen (15) evacuation shelter support staff. Evacuation shelter staff provided via the City of Pompano Beach are to be assigned and deployed to evacuation shelters in the City of Pompano Beach, unless, due to the scale of the evacuation emergency and/or the unavailability of evacuation shelter facilities, such would reasonably pose an imminent threat to the safety of those in the general public seeking shelter.

The City will make all reasonable efforts to provide these nineteen (19) City Staff members with the proper training for the upcoming storm season, May 2018.

Sincerely,

Gregory P. Harrison  
City Manager