

ORDINANCE NO. 2018-24

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE BROWARD COUNTY LAND USE PLAN WITHIN THE CITY OF POMPANO BEACH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan); and

WHEREAS, the Department of Economic Opportunity has found the Broward County Comprehensive Plan in compliance with the Community Planning Act; and

WHEREAS, Broward County now wishes to propose an amendment to the Broward County Land Use Plan within the City of Pompano Beach; and

WHEREAS, the Planning Council, as the local planning agency for the Broward County Land Use Plan, held its hearings on March 22, 2018, and April 26, 2018, with due public notice; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on May 22, 2018, at 10:00 a.m., having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes, at which public comment was accepted and considered; and

WHEREAS, the Board of County Commissioners, after due consideration of all matters, hereby finds that the following amendment to the Broward County Comprehensive Plan is consistent with the State Plan, Regional Plan, and the Broward County Comprehensive Plan; complies with the requirements of the Community Planning

1 Act; and is in the best interests of the health, safety, and welfare of the residents of
2 Broward County; and

3 WHEREAS, the proposed amendment constitutes a Broward County permitted
4 small scale amendment to the Broward County Comprehensive Plan pursuant to Section
5 163.3187(1), Florida Statutes.

6 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
7 BROWARD COUNTY, FLORIDA:

8 Section 1. The Broward County Land Use Plan is hereby amended by
9 amendment PC 18-5 in the City of Pompano Beach, set forth in Exhibit "A," attached
10 hereto and incorporated herein.

11 Section 2. SEVERABILITY.

12 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
13 unconstitutional by any court of competent jurisdiction, then said holding shall in no way
14 affect the validity of the remaining portions of this Ordinance.

15 Section 3. EFFECTIVE DATE.

16 1. The effective date of the plan amendment set forth in this Ordinance shall
17 be the latter of:

18 (a) Thirty-one (31) days after the adoption of this Ordinance;

19 (b) The date a final order is issued by the Department of Economic Opportunity
20 or the Administration Commission finding the amendment to be in
21 compliance;

22 (c) If the Department of Economic Opportunity or the Administration
23 Commission finds the amendment to be in noncompliance, pursuant to
24 Section 163.3184(8)(b), Florida Statutes, the date the Board of County

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Commissioners nonetheless, elects to make the plan amendment effective notwithstanding potential statutory sanctions; or

(d) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the date the Declaration of Restrictive Covenants is recorded in the Public Records of Broward County.

2. This Ordinance shall become effective as provided by law.

ENACTED May 22, 2018
FILED WITH THE DEPARTMENT OF STATE May 24, 2018
EFFECTIVE May 24, 2018

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By /s/ Maite Azcoitia 04/25/18
Maite Azcoitia (date)
Deputy County Attorney

MA/gmb
04/25/18
Imanage File #80041
PC 18-5 City of Pompano Beach.SmallScaleOrd.

Coding: Words in ~~struck through~~ type are deletions from existing text. Words in underscored type are additions.

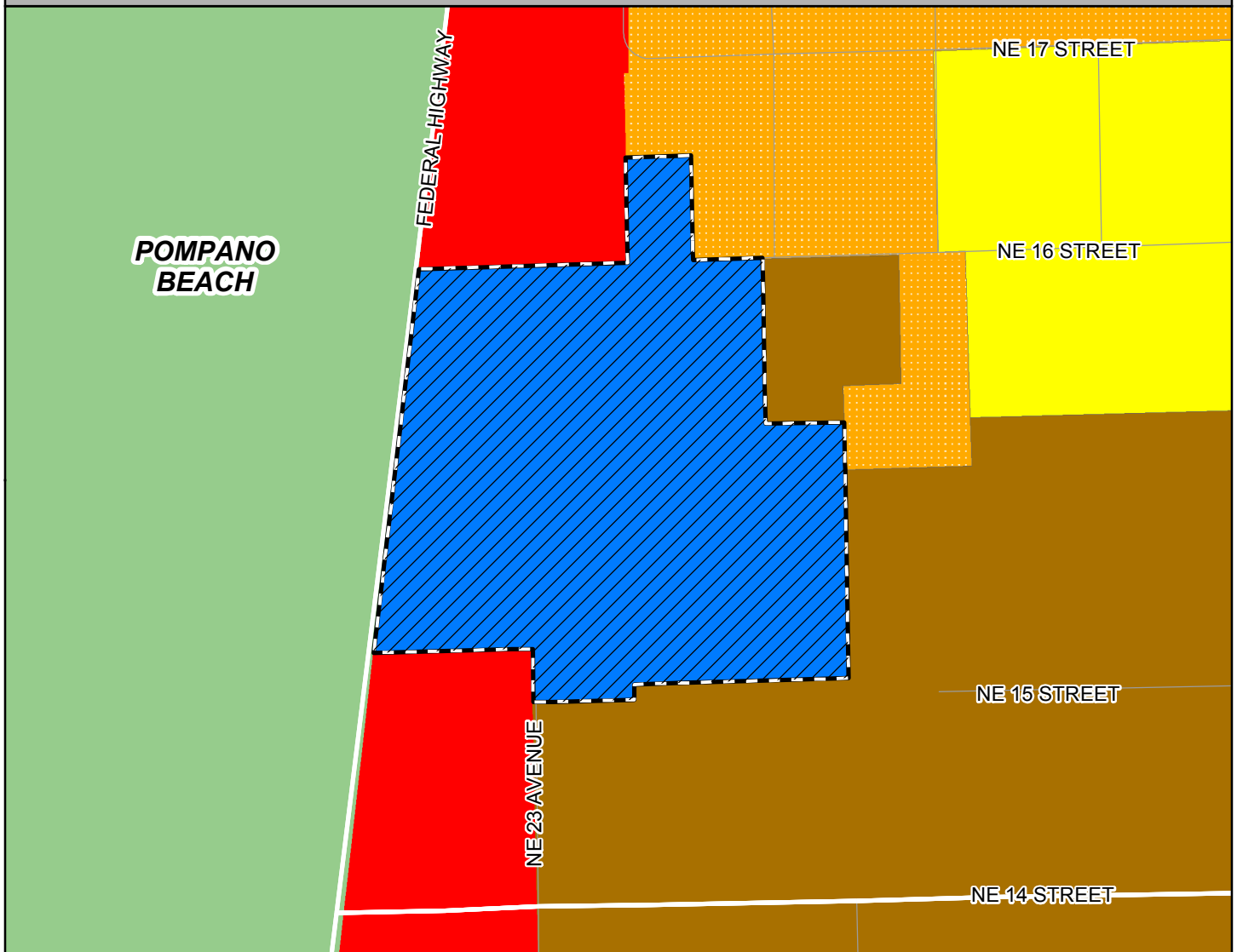
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 18-5

Proposed Land Use: Activity Center

Current Land Uses: 6.0 acres of Commerce, 3.2 acres of Medium-High (25) Residential and 0.4 acres of Low-Medium (10) Residential

Gross Acres: Approximately 9.6 acres



Site



Activity Center



Low (5) Residential



Commerce



Low-Medium (10) Residential



Recreation & Open Space



Medium-High (25) Residential



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 18-5
(POMPANO BEACH)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation

March 13, 2018

(Please see updated staff recommendation on page I-2)

Due to concerns regarding emergency shelter capacities consistent with BrowardNext – Broward County Land Use Plan (BCLUP) Policy 2.12.8 which states that “Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities,” Planning Council staff is unable to support the amendment as of this writing.

It is noted that it is generally Planning Council staff’s practice to not support amendments that do not demonstrate compliance or consistency with the policies of the BCLUP, regardless of whether the amendment is being presented for the Planning Council’s first or second public hearing. It is noted that the subject amendment is being presented for the Planning Council’s first public hearing as part of a small scale review (less than 10 acres) and the second public hearing is traditionally scheduled for the following month.

Should the Planning Council choose to make a positive recommendation, Planning Council staff would submit that said recommendation be subject to the following:

- Recognizing the applicant’s voluntary commitment to restrict development to a mix of uses that will result in no more than 1,377 total p.m. peak hour trips;
- Provision of written notification to potential renters or buyers of potential noise issues, etc. related to the proximity to Pompano Air Park airspace, as well as the commitment to submit an Airspace Study Checklist to the Federal Aviation Administration (FAA);
- Recognizing the applicant’s voluntary commitment to create a hurricane evacuation contingency plan for future residential development; and
- Address consistency with BCLUP Policy 2.12.8, which may or may not include clarification of hurricane contingency plan, prior to the Planning Council’s second public hearing to the satisfaction of Broward County.

Further, effectiveness of the approval shall not occur until after the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of the voluntary commitments regarding the notification of potential renters or buyers of

RECOMMENDATIONS/ACTIONS (continued)

DATE

I. Planning Council Staff Recommendation (continued)

March 13, 2018

proximity to Pompano Air Park airspace and submittal of an Airspace Study Checklist to the FAA, as well as the hurricane evacuation contingency plan, as proffered by the applicant, as an inducement for Broward County to favorably consider its application.

In addition to the recommendations noted above, Planning Council staff recommends that the Planning Council initiate a review of the Commerce and Residential land use designations to evaluate the potential for a category to address redevelopment of multi-use and mixed-use developments on a smaller scale, as opposed to utilizing the Activity Center designation.

II. Planning Council First Public Hearing Recommendation

March 22, 2018

Planning Council recommended approval of the proposed amendment subject to the 1) resolution of the issue of consistency with BCLUP Policy 2.12.8 regarding hurricane evacuation sheltering, prior to the Planning Council's second public hearing, and further subject to the applicant's voluntary commitments to 2) restrict development to a mix of uses that will result in no more than 1,377 total p.m. peak hour trips, 3) provide written notification to potential renters or buyers of potential noise issues, etc. related to the proximity to Pompano Air Park airspace, 4) submit an Airspace Study Checklist to the Federal Aviation Administration (FAA) and 5) create a hurricane evacuation contingency plan for future residential development.

In addition, the Planning Council initiated a review of the Commerce and Residential land use designations to evaluate the potential for a category to address redevelopment of multi-use and mixed-use developments on a smaller scale, as opposed to utilizing the Activity Center designation.

(Vote of the board; 15-3; Yes: Blattner, Breslau, Brunson, Castillo, DiGiorgio, Ganz, Gomez, Good, Graham, Moraitis, Rosenof, Rosenzweig, Ryan, Williams and Stermer. No: Blackwelder, Grosso and Udine)

III. Planning Council Staff Second Public Hearing Recommendation

April 17, 2018

Regarding concerns related to emergency shelter capacities consistent with BrowardNext – Broward County Land Use Plan (BCLUP) Policy 2.12.8, the City of Pompano Beach has provided correspondence restating its commitment to cooperating with the County and other partners to meet the emergency evacuation shelter needs of the community, as well as a commitment to provide City trained staff in the event a Broward County "Zone B" storm evacuation order is issued. Correspondence from Broward County staff indicates that the City's commitment removes its concern regarding BCLUP Policy 2.12.8 and the potential emergency evacuation shelter impacts resulting from the proposed amendment.

III. Planning Council Staff Second Public Hearing Recommendation (continued) April 17, 2018

Planning Council staff finds that the proposed amendment is generally consistent with the policies of the BrowardNext - Broward County Land Use Plan. Therefore, it is recommended that the proposed amendment be approved, subject to the following:

- Recognizing the applicant’s voluntary commitment to restrict development to a mix of uses that will result in no more than 1,377 total p.m. peak hour trips;
- Provision of written notification to potential renters or buyers of potential noise issues, etc. related to the proximity to Pompano Air Park airspace, as well as the commitment to submit an Airspace Study Checklist to the Federal Aviation Administration (FAA);
- Recognizing the applicant’s voluntary commitment to create a hurricane evacuation contingency plan for future residential development; and
- Recognizing the City of Pompano Beach’s commitment to provide eligible and trained emergency evacuation shelter managers and support staff in the event a Broward County “Zone B” storm evacuation order is issued.

Further, effectiveness of the approval shall not occur until after the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of the voluntary commitments regarding the notification of potential renters or buyers of proximity to Pompano Air Park airspace and submittal of an Airspace Study Checklist to the FAA, as well as the hurricane evacuation contingency plan, as proffered by the applicant, as an inducement for Broward County to favorably consider its application.

Additionally, if the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment which directly correlates to the referenced Broward County Land Use Plan amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the Administrative Rules Document: BrowardNext. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

Approval per Planning Council staff recommendation, with a further recommendation that the City of Pompano Beach’s voluntary commitment to provide eligible and trained emergency evacuation shelter managers and support staff in the event of a Broward County “Zone B” storm evacuation order be formalized in a legally binding agreement. (Vote of the board; Unanimous: 16-0; Blattner, Breslau, Brunson, Castillo, DiGiorgio, Gomez, Good, Graham, Grosso, Moraitis, Rosenof, Rosenzweig, Ryan, Udine, Williams and Stermer)

RECOMMENDATIONS/ACTIONS (continued)

DATE

V. County Commission Final Action

May 22, 2018

Approved per Planning Council final recommendation, recognizing the following:

- The applicant's voluntary commitment to restrict development to a mix of uses that will result in no more than 1,377 total p.m. peak hour trips;
- Provision of written notification to potential renters or buyers of potential noise issues, etc. related to the proximity to Pompano Air Park airspace, as well as the commitment to submit an Airspace Study Checklist to the Federal Aviation Administration (FAA);
- The applicant's voluntary commitment to create a hurricane evacuation contingency plan for future residential development; and
- The City of Pompano Beach's voluntary commitment to provide eligible and trained emergency evacuation shelter managers and support staff in the event of a Broward County "Zone B" storm evacuation order be formalized in a legally binding agreement.

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PC 18-5

INTRODUCTION AND APPLICANT'S RATIONALE

- I. Municipality: Pompano Beach
- II. County Commission District: District 4
- III. Site Characteristics
- A. Size: Approximately 9.6 acres
- B. Location: In Section 30, Township 48 South, Range 43 East; generally located on the east side of Federal Highway/U.S. 1, between Northeast 14 Street and Northeast 17 Street.
- C. Existing Uses: Marina, retail and vacant
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designations: 6.0 acres of Commerce
3.2 acres of Medium-High (25) Residential
0.4 acres of Low-Medium (10) Residential
- B. Proposed Designation: Activity Center consisting of:
343 multi-family dwelling units
510,000 square feet of commercial use, including but not limited to boat sales, offices, showrooms and related uses
75,000 square feet of marina use, including boat storage, boat repair and a maximum of 15 wet slips
- C. Estimated Net Effect: Addition of 259 dwelling units
(84 dwelling units currently permitted by the Broward County Land Use Plan)
343 total dwelling units
Addition of 39,552 square feet of commercial use
Addition of 75,000 square feet of marina use

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site

- | | | |
|-------------------|--------|--|
| A. Existing Uses: | North: | Office, retail, multi-family residential and single-family residential |
| | East: | Single-family residential and multi-family residential |
| | South: | Multi-family residential and retail |
| | West: | Golf course and retail |
| B. Planned Uses: | North: | Commerce, Low-Medium (10) Residential and Medium-High (25) Residential |
| | East: | Low-Medium (10) Residential and Medium-High (25) Residential |
| | South: | Medium-High (25) Residential and Commerce |
| | West: | Commerce and Recreation and Open Space |

VI. Applicant/Petitioner

- | | |
|--------------------|----------------------------------|
| A. Applicant: | AMP IV Hidden Harbour, LLC |
| B. Agent: | Bercow Radell Fernandez & Larkin |
| C. Property Owner: | AMP IV Hidden Harbour, LLC |

VII. Recommendation of Local Governing Body:

The City of Pompano Beach recommends approval of the proposed amendment. The City anticipates adoption of the corresponding local amendment in June of 2018.

EXHIBIT B

The Declarations of Restrictive Covenants have not been recorded as of this mailing, however will address the issues identified in the County Commission Final Action on page I – 4 of the amendment report. Further, a draft agreement regarding hurricane evacuation shelter staffing is attached.

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

DRAFT 5/21/18

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
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.

H. County is relying on representations of City contained in this Agreement in consideration the consistency of the Applications with Policy 2.12.8 of the Broward County Land Use Plan.

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. 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. City staff compensation for time upon and to the conclusion of deployment and service as evacuation shelter staff shall be reimbursable by County at twelve and one half percent (12.5%) of the total compensation cost to City. All documentation submitted is subject to County's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to County. County may require that City furnish such additional materials and information as the County believes relevant to support the request for payment. Funds shall be processed for disbursement

within thirty (30) days after completion of County's review and approval of the complete documentation.

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.

7.1 This Agreement may be terminated for cause by either 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.

7.2 City's ability to terminate this Agreement shall be limited to County's default of a specific obligation(s) under this Agreement; i.e., failure of County to provide the training to qualified City employees as set forth in Section 3 or to provide City employees with access to materials and supplies consistent with all deployed non-City employee evacuation shelter staff.

7.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the Broward County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by Broward County, City shall be paid pursuant to Section 5 herein for any services properly performed under this Agreement through the termination date specified in the written notice of termination.

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. To the extent permitted by law, County shall indemnify, hold harmless, and defend City, its officials and employees from and against any and all causes of action, demands, and claims of any kind ("Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused by the subject matter of this Agreement. 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:

With copy to:

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. Payable Interest.

14.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof County waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including post-judgment interest, if such application would be contrary to applicable law.

14.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15. 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.

16. 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.

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

18. No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it 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.

19. No Joint Venture; Partnership. This Agreement shall not constitute or make the parties a partnership or joint venture. In providing Services under this Agreement, neither City nor its employees shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

20. 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.**

21. 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.

22. 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.

23. 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.

24. 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 CITY OF POMPANO BEACH FOR EVACUATION SHELTER STAFFING

City

Witnesses:

City of Pompano Beach

By _____
LAMAR FISHER, MAYOR

By _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instruments were acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number