

Return recorded document to:
Broward County Planning Council
115 South Andrews Avenue, Room 307
Fort Lauderdale, FL 33301

Prepared by:
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Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT FOR THE
MONITORING OF DEVELOPMENT ACTIVITY AND
ENFORCEMENT OF PERMITTED LAND USES
IN ACTIVITY CENTER

This is an Interlocal 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 Florida municipal corporation, created and existing
under the laws of the state of Florida, hereinafter referred to as "CITY."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes,
also known as the "Florida Interlocal Cooperation Act of 1969."

B. CITY has the Pompano Beach East Activity Center ("Activity Center") within
its jurisdiction (a.k.a. East Transit Oriented Corridor (ETOC) on City Future Land Use Map).

C. The density and intensity of land uses permitted within the Activity Center is
specified within the Broward County Land Use Plan.

D. Pursuant to the requirements of the Policy 2.4.20 of the Broward County
Land Use Plan, CITY and COUNTY are required to execute an interlocal agreement
providing that the monitoring of development activity and the enforcement of permitted land
use densities and intensities within the Pompano Beach Activity Center shall be the
responsibility of CITY.

NOW, THEREFORE, for good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, COUNTY and CITY agree as follows:

ARTICLE 1
PURPOSE AND INTENT

It is the purpose and intent of this Interlocal Agreement for COUNTY and CITY, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities that they share in common and that each might exercise separately in order to further a common goal.

ARTICLE 2
MONITORING OF DEVELOPMENT ACTIVITY

- 2.1 CITY agrees to monitor development activity and to enforce permitted land use densities and intensities within the Activity Center consistent with the effective land use plan as certified by the Broward County Planning Council.
- 2.2 CITY agrees to submit semi-annual reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the Activity Center to enable COUNTY to ensure that the density and intensity of land uses within the Activity Center are being complied with by CITY.

ARTICLE 3
INDEMNIFICATION

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 the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein shall constitute a waiver of Section 768.28, Florida Statutes, by any of the parties or shall be construed as impacting or modifying the protections set forth therein, except to the extent otherwise required under applicable Florida law. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 4
MISCELLANEOUS

- 4.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 4.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, alteration, or modification in the terms and conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 4.3 Records: In accordance with the Public Records Law, CITY agrees to permit COUNTY to examine all records and grants COUNTY the right to audit any books, documents, and papers that were generated during the course of administration of the Activity Center. CITY shall maintain the records, books, documents, and papers associated with this Interlocal Agreement in accordance with the Public Records Law.
- 4.4 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 4.5 Default: In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.
- 4.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Administrator
Broward County Planning Council
115 S. Andrews Avenue, Rm. 307
Fort Lauderdale, Florida 33301-4801

FOR CITY:

City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

- 4.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. To encourage prompt and equitable

resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation. **BY ENTERING INTO THIS AGREEMENT, THE COUNTY, THE CITY, AND WE FINANCIAL HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, 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.**

- 4.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement pertaining to the monitoring of development activity and the enforcement of the density or intensity of permitted land uses within the Activity Center, CITY and COUNTY agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 4.9 Counterpart Originals: The parties agree that this Agreement may be executed in counterparts and, collectively, the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: 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 _____, 20____, and CITY OF POMPANO BEACH, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
Board of County Commissioners

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20____.

Approved as to form by
Office of the Broward County Attorney
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT FOR MONITORING OF DEVELOPMENT ACTIVITY AND
ENFORCEMENT OF PERMITTED LAND USES IN EAST ACTIVITY CENTER

CITY

ATTEST:

CITY OF POMPANO BEACH

City Clerk

By _____
Mayor-Commissioner

_____ day of _____, 20____.

By _____
City Manager

_____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
City Attorney

MA/
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