

Return recorded document to:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324

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

INTERLOCAL AGREEMENT
RELATED TO
COVID-19 EMERGENCY ORDER ENFORCEMENT

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

B. Pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan.

C. Pursuant to Section 8-56 of the Broward County Code of Ordinances, County and City are authorized to implement and enforce the provisions of Emergency Orders issued by County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by County (collectively, "Emergency Order").

D. The Parties are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by City and for County's reimbursement to City for said enforcement functions in accordance with the terms and conditions set forth herein.

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

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. Commencing upon the Effective Date of this Agreement and ending on December 31, 2020 (the "Enforcement Period"), City agrees to enforce the provisions of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries. City enforcement shall consist of City responding to all complaints received during the Enforcement Period of alleged violations of the Emergency Order within municipal boundaries no later than twenty-four (24) hours after receipt of the complaint(s) and, no later than forty-eight (48) hours after receipt of the complaint(s), City shall input the "Outcome" of the complaint(s) into Broward County's 311 system (QAlert). An "Outcome" shall consist of one (1) of the following for each complaint: (a) complaint not substantiated; (b) warning notice issued; or (c) citation issued.
- 1.2. If a complaint is not originated via the QAlert or mybroward systems (i.e., complainant calls, e-mails, or otherwise contacts City directly), City shall enter the complaint into the QAlert and shall respond and input the Outcome consistent with the timeframes of Section 1.1.
- 1.3. For complaints received during the Enforcement Period, City shall enforce the provisions of Section 8-56 of the Broward County Code of Ordinances, that provides for penalties of up to One Thousand Dollars (\$1,000) per day, up to Fifteen Thousand Dollars (\$15,000) per violation, pursuant to the code enforcement processes of City. Fines assessed against any person(s) and liens recorded against any property for enforcement action taken by City pursuant to this Agreement shall run in favor of City.
- 1.4. The QAlert system provides that, if a warning notice or citation is issued, the complaint will be reflected on County's searchable web-based COVID-19 enforcement dashboard. If a complaint is not substantiated, the complaint will not appear on the enforcement dashboard.
- 1.5. No later than seven (7) calendar days after the Effective Date of this Agreement, City shall provide County with the name, phone number, and e-mail address of a designated City employee who will be granted access to the QAlert and shall be responsible for entering new complaints and inputting the Outcome of new and existing complaints into QAlert.
- 1.6. County shall provide employee designated by City with training and web-based tutorials on QAlert operation.

ARTICLE 2 – COMPENSATION

- 2.1. County shall provide a monthly payment to City of \$26,500, totaling an amount not to exceed \$185,500, for the Enforcement Period.

- 2.2. The Parties agree that the amounts set forth in Section 2.1 are flat fee amounts and are inclusive of all costs incurred by City in performing the enforcement functions herein including, but not limited to, the cost of hearings, mailings, publication, photos, posting of property, and other ancillary costs of enforcement. In no event shall the monthly reimbursement amount or the total reimbursement to City for the term of the Agreement exceed the amount set forth in Section 2.1.
- 2.3. City shall invoice County monthly for enforcement action taken in the preceding month. Such invoice(s) shall include a list of all complaints received by City the preceding month, whether through QAlert or directly by City, and the Outcome for each complaint.
- 2.4. County shall reimburse City no later than thirty (30) calendar days after the date of receipt of the invoice and proper documentation provided by City pursuant to Section 2.3. If County reasonably determines that, during any month, based on the complaints City is repeatedly failing to enforce any provision of the restrictions of the Emergency Order, City shall not be eligible for reimbursement of any portion of the invoiced amount for that month and, if previously paid by County, City shall be obligated to return such reimbursement in full.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall commence on June 1, 2020 ("Effective Date"), provided it is fully executed by the Parties and recorded in the public records of Broward County before June 30, 2020, and, unless written notice of termination by County or City is provided pursuant to Article 6, Notices, shall continue in full force and effect until midnight, February 28, 2021. City shall be entitled to reimbursement for enforcement services performed during the Enforcement Period.

ARTICLE 4 – IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 5 - INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish County with written verification of liability protection or self-insurance, in accordance with State law, prior to execution of this Agreement.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 7, Notices.

ARTICLE 7 – NOTICES

Whenever any party desires to give notice to another party, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand-delivery (provided the contemporaneous e-mail is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed by providing notice of such change in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

To County:

Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324
E-mail address: JSesodia@Broward.org

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
E-mail address: bhenry@broward.org

To City:

Gregory P. Harrison, City Manager
100 West Atlantic Boulevard
Pompano Beach, FL 33060
E-mail address: Greg.Harrison@copbfl.com

ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1. Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ALBERT CUMMINGS, AT (954) 357-8695, ACUMMINGS@BROWARD.ORG, ONE NORTH UNIVERSITY DRIVE, Box 102, PLANTATION, FLORIDA 33324, OR [City's Custodian].

8.2. **ASSIGNMENT:** Neither party shall have the right to assign this Agreement.

8.3. **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.4. **SEVERABILITY:** In the event any part of this Agreement is found to be unenforceable by 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.

8.5. **ENTIRE AGREEMENT:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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.

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

8.7. **MODIFICATION:** It is further agreed that no modifications, amendments, or alterations 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.

8.8. **THIRD PARTY BENEFICIARIES:** Neither County or City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.9. **COMPLIANCE WITH LAWS:** The Parties 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.

8.10. **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 Parties agree that 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 Parties agree that 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.**

8.11. **PRIORITY OF PROVISIONS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.12. **DRAFTING:** This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.13. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement 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 Agreement 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 Agreement, 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.

8.14. **INCORPORATION BY REFERENCE.** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.15. **REPRESENTATION OF AUTHORITY.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

8.16. **RECORDING:** This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

8.17. NO CONTINGENT FEES. City warrants that it has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City related to COVID-19 Emergency Order enforcement on the respective dates under each signature: Broward County, signing by and through its County Administrator, and City, signing by and through its _____ Mayor _____, duly authorized to execute same by Commission action on the ____ day of _____, 20____.

County

WITNESSES:

Broward County, by and through its Broward County Administrator

Print Name:

By _____
Bertha Henry
County Administrator

Print Name:

____ 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

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER ENFORCEMENT

City

City of Pompano Beach

Attest:

DocuSigned by:
Ascelita Hammond
775D4290346A490...

City Clerk

DocuSigned by:
Rex Hardin
5026D780E93F480...
By _____
Rex Hardin, Mayor

4th day of June, 2020



DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By _____
Gregory P. Harrison, City Manager

4th day of June, 2020

APPROVED AS TO FORM:

DocuSigned by:
Mark Berman
B4DD5E1CDA804A1...
By _____
City Attorney