

Return recorded copy to:

Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:

KEITH  
301 E. Atlantic Blvd.  
Pompano Beach, FL 33060

## **INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT**

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

The City of Pompano Beach, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, CITY'S Project, known as Fire Station 114, Development Management Division File No.126-MP-81, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof;" and

WHEREAS, the Project was approved by the Board of County Commissioners of Broward County on September 10, 2020, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; and

WHEREAS, the parties desire to enter into this agreement to provide for the construction, funding and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

CAF#450A  
City Plats  
04/25/02

2. INSTALLATION OF REQUIRED IMPROVEMENTS.

- (a) CITY agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
  - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, CITY, or State of Florida, Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
  - (c) CITY agrees not to issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B." If the property is located within the unincorporated area, the COUNTY shall not issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B."
  - (d) CITY agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.
3. CITY understands and agrees that it is CITY'S responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the CITY.

4. SECURITY AND DEFAULT.

- (a) Prior to the CITY recording the plat or any agreements which were conditions of approval for the Project, the CITY shall provide the COUNTY with a certified Resolution, duly adopted by the CITY which guarantees the CITY'S performance of the construction obligations set forth in this Agreement in the total amount of \$88,373.00.
- (b) The CITY is a governmental agency and is not required to provide the COUNTY with security such as a surety bond or irrevocable letter of credit, which guarantees the CITY'S performance of the construction obligations set forth in this Agreement. However, in the event that CITY conveys, assigns, leases or otherwise grants any interest in the Project to another party prior to completion of the Improvements described in Exhibit "B," then CITY shall require such party to enter into an agreement and deliver security, such as a surety bond or irrevocable letter of credit, in a form acceptable to the COUNTY, which guarantees performance of the construction obligations, or any part thereof, as set forth in this Agreement
- (c) The CITY agrees not to obtain or issue any certificates of occupancy prior to completion of the applicable Improvements as set forth in Exhibit "B."
- (d) In the event that the CITY'S Resolution securing the Improvements is repealed or is disaffirmed, COUNTY shall send notice to CITY according to the notice provisions of this Agreement and CITY shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If CITY fails to provide acceptable substitute security, COUNTY may declare a default under this Agreement.

5. Upon the completion of one or more of the road Improvements specified in Exhibit "B," the CITY may request a partial release of security from the COUNTY. The CITY shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining roadway Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the COUNTY of said certification and cost estimate, and payment by the CITY of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining road Improvements. Final release of the full security is subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on Exhibit "B," for roadways subject to COUNTY

permit jurisdiction. Prior to release of any security held by the COUNTY for Improvements which are under the permit jurisdiction of other governmental agencies, the CITY shall submit documentation from the permit agency officially accepting the Improvements and consenting to the release of security.

6. CITY agrees that the construction contract(s) for the Improvements shall:

- (a) Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due CITY under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- (b) In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
- (c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand

Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
  - (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CITY is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.
7. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that CITY install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is 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 notice:

For the COUNTY:

Director of the Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For the CITY:

City of Pompano Beach  
City Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

9. RELEASE. When all of the obligations attributable to a specific Phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the CITY or its successor and upon payment of any applicable fees, COUNTY shall cause a Partial Release to be recorded in the Official Records of Broward County, Florida evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
10. RECORDATION. CITY agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed. However, the amount set forth in paragraph 4.(b)(1) above shall not constitute a lien on the property.
10. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement 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 sitis, and shall be governed by the laws of the State of Florida.
11. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
12. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any

such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

13. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
14. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
15. ASSIGNMENT AND ASSUMPTION. CITY may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." CITY agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
16. 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 Agreement and executed by the COUNTY and CITY.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair and Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, through its duly authorized representative to execute same and the CITY, 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 \_\_\_\_\_  
Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
Assistant County Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY**

WITNESSES:

CITY of \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

**LAND DESCRIPTION**

**A PORTION ON OF TRACT A, PALM AIRE CYPRESS  
COURSE ESTATES, 4TH SECTION, ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 118, AT PAGE 36,  
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

**COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT  
A; THENCE SOUTH 02 DEGREES 16'42" EAST FOR 304.44 FEET;  
THENCE SOUTH 04 DEGREES 33'52" WEST FOR 75.5 FEET TO  
THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04  
DEGREES 33'52" WEST FOR 25.18 FEET; THENCE SOUTH 02  
DEGREES 16'42" EAST FOR 200.00 FEET; THENCE SOUTH 43  
DEGREES 18'33" WEST FOR 57.15 FEET; THENCE SOUTH 88  
DEGREES 53'48" WEST FOR 25.00 FEET; THENCE NORTH 79  
DEGREES 47'36" WEST FOR 61.19 FEET; THENCE SOUTH 88  
DEGREES 53'48" WEST FOR 50.00 FEET; THENCE SOUTH 77  
DEGREES 35'13" WEST FOR 40.79 FEET; THENCE NORTH 01  
DEGREES 06'12" WEST FEET 91.00 FEET; THENCE NORTH 35  
DEGREES 02'01" EAST FOR 209.25 FEET; THENCE NORTH 87  
DEGREES 43'18" EAST FOR 90.00 FEET TO THE POINT OF  
BEGINNING.**

**EXHIBIT "B"**

**LIST OF IMPROVEMENTS AND SCHEDULE**

<u>Road Improvement</u>	<u>Completion Date</u>
#7. Sidewalk along McNab Road and NW 21st.	Prior to CO
#8. relocating or replacing any existing communication conduit/interconnect on McNab Road and NW 21st Avenue	Prior to CO
# 9. Any necessary modifications to the existing traffic signal at the intersection of McNab Road and N W 21st Avenue.	Prior to CO
#10. Installation of signs and thermoplastic pavement markings.	Prior to CO