



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 9/13/16

p @ 9/28/16
1/12/17 Processed original

DOCUMENT TITLE: INTERLOCAL AGREEMENT FOR THE MONITORING OF DEVELOPMENT
ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USES IN DOWNTOWN FORT
LAUDEDALE REGIONAL ACTIVITY CENTER

COMM. MTG. DATE: 9/7/16 CAM #: 16-0722 ITEM #: CM-15 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jolene C/5035

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 9/19/16 *JUS*
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 9/19/16

3) City Manager's Office: CMO LOG #: Sept 19 Date received from CCO: 9/19/16

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 9/20/16

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 9/26/16

5) City Clerk's Office: Retains 1 copy and forward 2 original(s) to: Jolene Chism/CAO/ext. 5035

**City Attorney's Office will forward to County for signature.



Direct Line: (954) 828-5035

October 4, 2016

Maite Azcoitia, Assistant County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301-1826

Re: Interlocal Agreement for the Monitoring of Development Activity and
Enforcement of Permitted Land Uses in Downtown Fort Lauderdale Regional
Activity Center

Dear Ms. Azcoitia:

Please find enclosed two (2) originals of the above-referenced agreement executed by the Mayor of the City of Fort Lauderdale, the City Manager, and attested to by the City Clerk. Also enclosed is a copy of the City of Fort Lauderdale's Commission Agenda Memorandum No. 16-0722 and our internal routing form with directions to return an original fully-executed agreement to the City of Fort Lauderdale Clerk's Office.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

D'Wayne M. Spence
Assistant City Attorney

DMS:jkc/L-16-257
Enclosures

RECEIVED
COUNTY ATTORNEY

2016 OCT 13 P 3:15

DOCKET_____

ACTION_____

LOGGED_____

Return recorded document to:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

Document prepared by:

D'Wayne Spence, Assistant City Attorney
City of Fort Lauderdale
City Attorney's Office
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR THE
MONITORING OF DEVELOPMENT
ACTIVITY AND ENFORCEMENT OF
PERMITTED LAND USES IN DOWNTOWN FORT
LAUDERDALE REGIONAL 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 FORT LAUDERDALE, a Florida municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal Agreement, to permit COUNTY and CITY to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, the density and intensity of land uses permitted in the Downtown Fort Lauderdale Regional Activity Center, hereinafter referred to as "Downtown RAC", is specified within the Broward County Land Use Plan and City of Fort Lauderdale Land Use Plan; and

WHEREAS, CITY has the Downtown RAC within its jurisdiction, which is attached hereto as Exhibit "A"; and

WHEREAS, COUNTY land use amendment PCT 15-1 increased the permitted density within the Downtown RAC subject to conditions specific to regional transportation network impacts, affordable housing, and public school impacts, attached herein as Exhibit "B"; and

WHEREAS, the CITY agreed to the conditions approving land use amendment PCT 15-1 by the COUNTY and to process a mechanism to enforce such conditions; and

WHEREAS, the CITY and COUNTY agree that the monitoring of development activity and enforcement of permitted land uses in the Downtown RAC shall be the responsibility of CITY, NOW, THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows;

ARTICLE 1 BACKGROUND: PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 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 which they share in common and which 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 within the Downtown RAC consistent with the effective land use plan as certified by the Broward County Planning Council.
- 2.2 CITY agrees to submit quarterly reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the Downtown RAC to enable the COUNTY to ensure that the density and intensity of land uses, and

specific allocation of affordable housing units within the Downtown RAC are being complied with by CITY.

- 2.3 CITY agrees to submit an annual Downtown RAC Transportation Impact Statement setting forth its data collection and use of multimodal options to enable the COUNTY to ensure that committed multi-modal system mitigates impacts to the transportation network. For the purposes of this agreement, a Transportation Impact Statement shall be defined as a written assessment of development impact on the surrounding transportation network consistent with the transportation network analyzed in the Downtown RAC LUPA application and will include, but limited to, sufficient data for evaluating multi-modal generation, impacts, and if needed, potential mitigation improvements.

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 acts and omissions of their elected officials, 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.

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 "Site". CITY shall maintain the records, books, documents and papers associated with this Interlocal Agreement in accordance with the Public Records Act.
- 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:

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

FOR CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

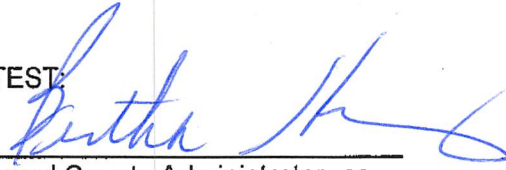
- 4.7 Choice of Law: Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, 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.
- 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 RAC's, 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 that 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 for the Monitoring of Development Activity and Enforcement of Permitted Land Uses in Downtown Fort Lauderdale Regional Activity Center 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 15th day of November, 2016; and the City of Fort Lauderdale, signing by and through its Mayor-Commissioner, duly authorized to execute same

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, through its
Board of County Commissioners

By

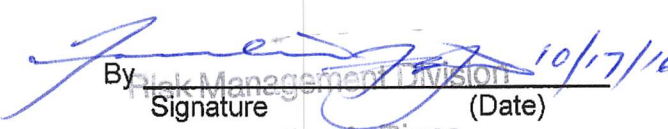

Mayor

15th day of November, 2016.

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By


Signature

(Date)

Jacqueline A. Binns

Print Name and Title above

Contracts Manager

By

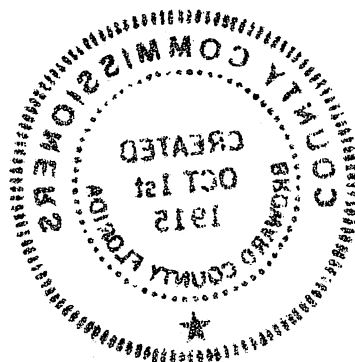

Print Name:

Assistant County Attorney

Maite Azcoitia



DATE 9/15/12



CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By


JOHN P. "JACK" SEILER, Mayor

(CORPORATE SEAL)

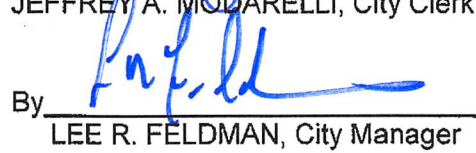


ATTEST:

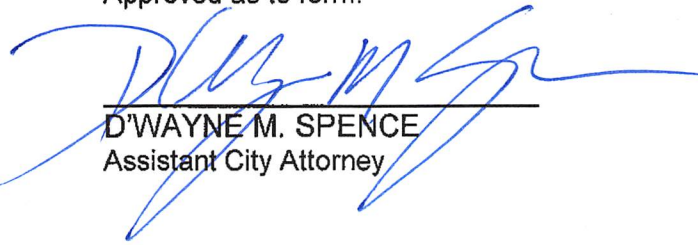


JEFFREY A. MODARELLI, City Clerk

By


LEE R. FELDMAN, City Manager

Approved as to form:


D'WAYNE M. SPENCE
Assistant City Attorney

75

THE CITY OF LOS ANGELES, CALIFORNIA

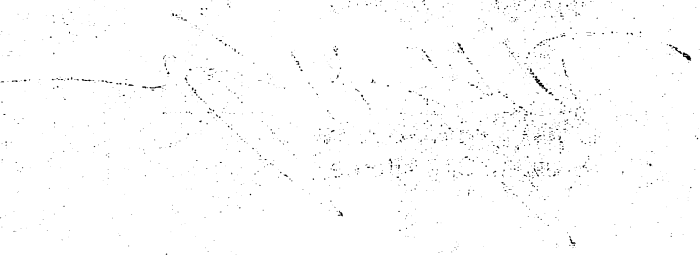
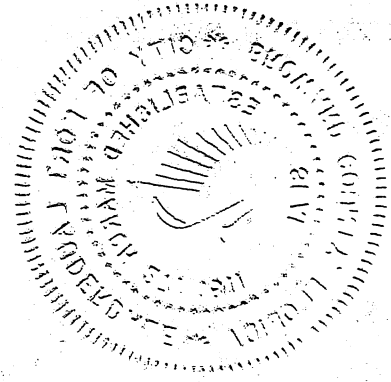


EXHIBIT "A"

LEGAL DESCRIPTION OF DOWNTOWN REGIONAL ACTIVITY CENTER TOGETHER WITH A REGIONAL ACTIVITY CENTER SKETCH

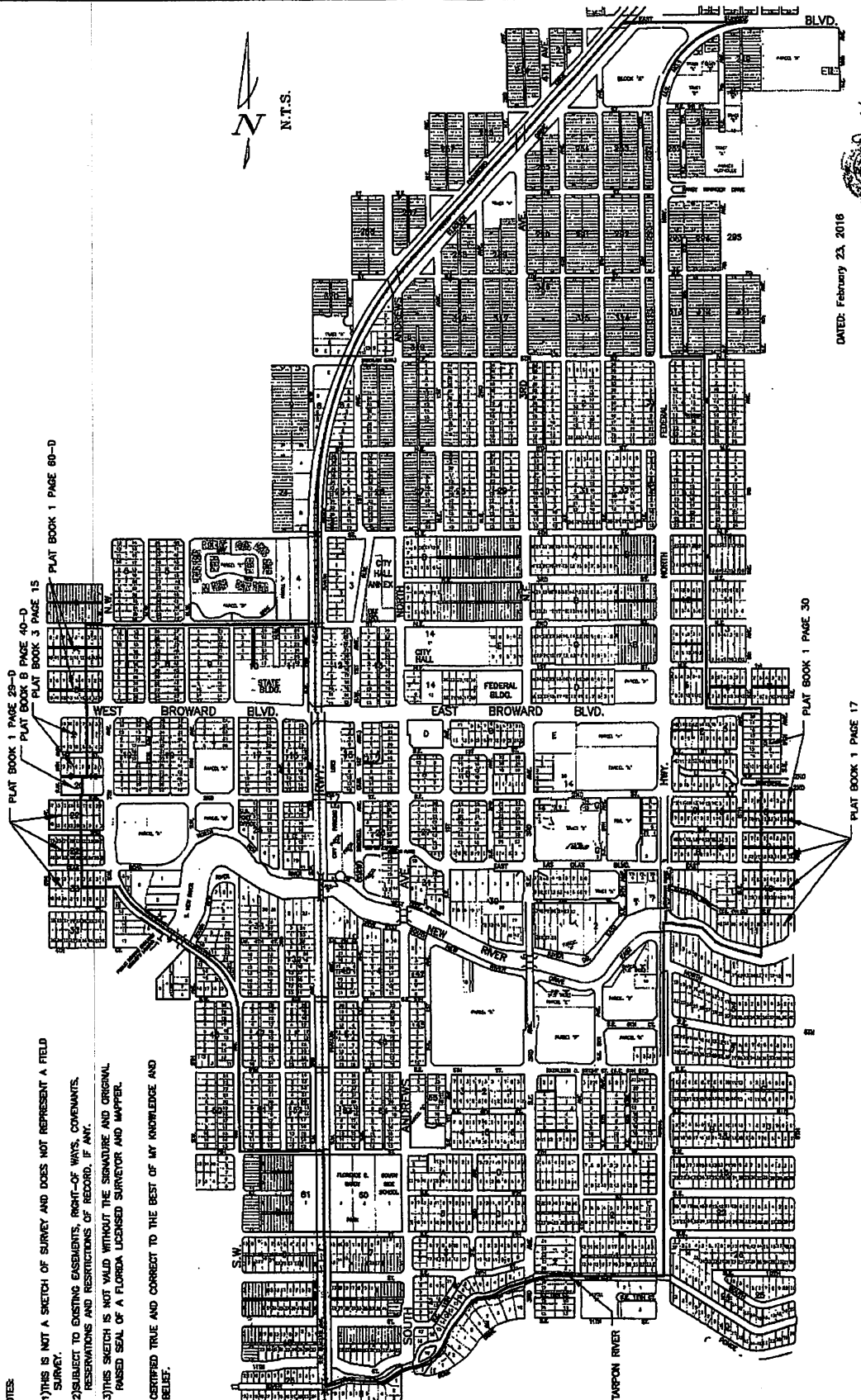
LANDS LYING IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF SOUTH FEDERAL HIGHWAY (U.S. 1), WITH THE CENTERLINE OF THE TARPON RIVER; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF TARPON RIVER TO ITS INTERSECTION WITH THE CENTERLINE OF THE FLORIDA EAST COAST RAILROAD RIGHT OF WAY; THENCE NORTHERLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE CENTERLINE OF SOUTHWEST 7 STREET; THENCE WESTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE CENTERLINE OF SOUTHWEST 4 AVENUE; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF SAID 4 AVENUE AND THE CENTERLINE OF THE W. H. MARSHALL BRIDGE, TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOTS 1, 3, 5, AND 7, BLOCK 33, "BRYAN'S SUBDIVISION OF BLOCKS 33 AND 64, FORT LAUDERDALE, FLORIDA"; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID EXTENDED LINE TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7, THE WEST LINE OF LOTS 26, 25, 8 AND 7, BLOCK 22, "BRYAN'S SUBDIVISION OF BLOCKS 21 AND 22, FORT LAUDERDALE, FLORIDA"; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND THE NORTHERLY EXTENSION THEREOF, TO THE NORTH RIGHT OF WAY LINE OF SOUTHWEST 2 STREET; THENCE EAST ALONG SAID RIGHT OF WAY LINE TO INTERSECT THE WEST LINE OF LOT 10, BLOCK 20, "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 10 TO THE NORTHWEST CORNER OF THE SOUTH 135.00 FEET OF SAID LOT 10; THENCE EASTERLY ALONG THE SOUTH 135.00 FEET OF SAID LOT 10 TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 5, BLOCK 10, "SUBDIVISION OF LOTS 1, 2, 3 AND 4 - 9 AND 10, BLOCK 20, FORT LAUDERDALE, FLORIDA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 15, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOT 5 AND 6 OF BLOCK 1 OF SAID "SUBDIVISION OF LOTS 1, 2, 3 AND 4 - 9 AND 10, BLOCK 20, FORT LAUDERDALE, FLORIDA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 60, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF BROWARD BOULEVARD; THENCE NORTHERLY TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BROWARD BOULEVARD WITH THE WEST LINE OF LOT 16, BLOCK "D", "AMENDED PLAT OF SUBDIVISION OF BLOCK 7, FORT LAUDERDALE, FLORIDA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 60, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 16, THE WEST LINE OF LOT 3 OF SAID BLOCK "D" AND THE WEST LINES OF LOTS 3 AND 16, BLOCK "A", OF SAID "AMENDED PLAT OF SUBDIVISION OF BLOCK 7, FORT LAUDERDALE, FLORIDA" AND THE NORTHERLY EXTENSION THEREOF, TO THE CENTERLINE OF SOUTHWEST 2 STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SOUTHWEST 2 STREET TO THE CENTERLINE OF THE FLORIDA EAST COAST RAILROAD; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE CENTERLINE OF WEST SUNRISE BOULEVARD; THENCE EASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE CENTERLINE OF NORTH FEDERAL HIGHWAY TO THE INTERSECTION WITH THE CENTERLINE OF SOUTHWEST 6 STREET; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF NORTH FEDERAL HIGHWAY TO THE INTERSECTION WITH THE CENTERLINE OF SOUTHWEST 6 STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SOUTHWEST 6 STREET TO THE INTERSECTION WITH THE CENTERLINE OF NORTHEAST 7 AVENUE TO THE CENTERLINE OF EAST BROWARD BOULEVARD; THENCE EASTERLY ALONG THE CENTERLINE OF EAST BROWARD BOULEVARD TO THE INTERSECTION WITH THE CENTERLINE OF NORTHEAST 6 STREET; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF NORTHEAST 6 STREET TO THE INTERSECTION WITH THE CENTERLINE OF NORTHEAST 7 AVENUE; THENCE SOUTHERLY ALONG THE CENTERLINE OF NORTHEAST 7 AVENUE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOTS 11 AND 14 THROUGH 20, INCLUSIVE, BLOCK 6, "BEVERLY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, BEING A LINE PARALLEL WITH AND 175 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SOUTHEAST 8 AVENUE TO THE INTERSECTION WITH THE CENTERLINE OF THE NEW RIVER; THENCE WESTERLY ALONG THE CENTERLINE OF THE NEW RIVER TO ITS INTERSECTION WITH THE CENTERLINE OF SOUTH FEDERAL HIGHWAY; THENCE SOUTHERLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE CENTERLINE OF THE TARPON RIVER AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33304		PROJECT # P22222 DOWNTOWN REGIONAL ACTIVITY CENTER SKETCH AND DESCRIPTION CITY OF FORT LAUDERDALE	SHEET NO. 1 TOTAL 2 DATE 11/11/16 DRAWN BY CHECKED BY APPROVED BY
--	--	--	--

SKETCH AND DESCRIPTION DOWNTOWN REGIONAL ACTIVITY CENTER



NOTES:

- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: February 23, 2016
MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
6480

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301		CITY OF FORT LAUDERDALE DOWNTOWN REGIONAL ACTIVITY CENTER SKETCH AND DESCRIPTION PROJECT # 22222	
DATE: 2/23/2016	BY: [Signature]	DATE: 2/23/2016	BY: [Signature]
CHECKED BY: [Signature]	APPROVED BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]

EXHIBIT B

DOWNTOWN REGIONAL ACTIVITY CENTER (DRAC) LAND USE AMENDMENT BROWARD COUNTY PCT 15-1 and CITY ORDINANCE C-13-14 CONDITIONS OF APPROVAL

1. Transportation Network Impacts

- a. The City shall monitor and collect data of transportation patterns and use of multimodal options as new Regional Activity Center (RAC) development is established.
- b. Prior to any future land use amendments for additional dwelling units, the City must demonstrate consistency with the ITE "urban infill area" definition based on the actual development pattern within the RAC and provide data and analysis demonstrating that the existing and committed multi-modal system mitigates impacts to the transportation network.

2. Affordable Housing

- a. The City shall set aside 15% of the additional 5,000 dwelling units (750 dwelling units) as affordable housing and that the previous voluntary commitment regarding the provision of affordable housing as part of BCLUP amendment PCT 05-3 remain in effect.
- b. Prior to the issuance of building permit 2,501 of the 5,000 dwelling units, the City shall demonstrate that at least 15% (375 dwelling units) of the permitted or built units are affordable (up to 120% of the median income limits adjusted for family size for the households). If the City is unable to demonstrate that at least 15% of the permitted or built dwelling units meet that criteria, no additional market rate units shall be permitted or built until such time that the City provides an implementation action plan or program that is reviewed and approved by the County Commission.
- c. In addition and separate from the 5,000 dwelling units (at least 750 affordable), the City will be granted three (3) additional, density bonus market rate units for every one (1) "very low" (up to 50% of the median income limits adjusted for family size for households) or "low" (up to 80% of the median income limits adjusted for family size for households) affordable dwelling unit that is constructed for a maximum of an additional 750 market rate dwelling units, potential total of new dwelling units to 5,750.

3. Public School Impacts

- a. The City shall amend the existing Educational Mitigation Agreement between Broward County, the City of Fort Lauderdale and the School Board of Broward County, Florida, as accepted and conditioned by School Board staff.

Return recorded document to:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

Document prepared by:

D'Wayne Spence, Assistant City Attorney
City of Fort Lauderdale
City Attorney's Office
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR THE
MONITORING OF DEVELOPMENT
ACTIVITY AND ENFORCEMENT OF
PERMITTED LAND USES IN DOWNTOWN FORT
LAUDERDALE REGIONAL 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 FORT LAUDERDALE, a Florida municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal Agreement, to permit COUNTY and CITY to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, the density and intensity of land uses permitted in the Downtown Fort Lauderdale Regional Activity Center, hereinafter referred to as "Downtown RAC", is specified within the Broward County Land Use Plan and City of Fort Lauderdale Land Use Plan; and

Approved BCC 11/15/16 H 6
Submitted By County Attorney's Office
RETURN TO DOCUMENT CONTROL

CAM 16-0722
Exhibit 1
Page 1 of 10

10

W/C.

WHEREAS, CITY has the Downtown RAC within its jurisdiction, which is attached hereto as Exhibit "A"; and

WHEREAS, COUNTY land use amendment PCT 15-1 increased the permitted density within the Downtown RAC subject to conditions specific to regional transportation network impacts, affordable housing, and public school impacts, attached herein as Exhibit "B"; and

WHEREAS, the CITY agreed to the conditions approving land use amendment PCT 15-1 by the COUNTY and to process a mechanism to enforce such conditions; and

WHEREAS, the CITY and COUNTY agree that the monitoring of development activity and enforcement of permitted land uses in the Downtown RAC shall be the responsibility of CITY, NOW, THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows;

ARTICLE 1 BACKGROUND: PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 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 which they share in common and which 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 within the Downtown RAC consistent with the effective land use plan as certified by the Broward County Planning Council.
- 2.2 CITY agrees to submit quarterly reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the Downtown RAC to enable the COUNTY to ensure that the density and intensity of land uses, and

specific allocation of affordable housing units within the Downtown RAC are being complied with by CITY.

- 2.3 CITY agrees to submit an annual Downtown RAC Transportation Impact Statement setting forth its data collection and use of multimodal options to enable the COUNTY to ensure that committed multi-modal system mitigates impacts to the transportation network. For the purposes of this agreement, a Transportation Impact Statement shall be defined as a written assessment of development impact on the surrounding transportation network consistent with the transportation network analyzed in the Downtown RAC LUPA application and will include, but limited to, sufficient data for evaluating multi-modal generation, impacts, and if needed, potential mitigation improvements.

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 acts and omissions of their elected officials, 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.

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 "Site". CITY shall maintain the records, books, documents and papers associated with this Interlocal Agreement in accordance with the Public Records Act.
- 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:

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

FOR CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

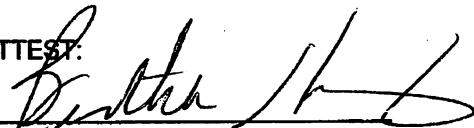
- 4.7 Choice of Law: Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, 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.
- 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 RAC's, 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 that 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]

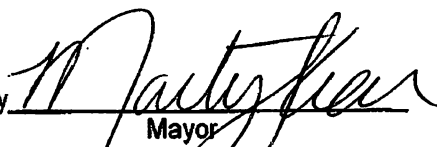
IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement for the Monitoring of Development Activity and Enforcement of Permitted Land Uses in Downtown Fort Lauderdale Regional Activity Center on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 15th day of November, 2016; and the City of Fort Lauderdale, signing by and through its Mayor-Commissioner, duly authorized to execute same

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners


BROWARD COUNTY, through its
Board of County Commissioners

By 
Mayor
15th day of November, 2016.

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By


Risk Management Division (Date)

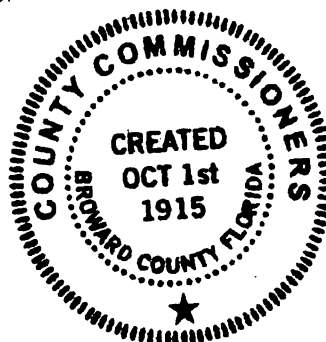
Jacqueline A. Binns

Print Name and Title above
Risk Insurance and

Contracts Manager

By


Print Name: Matteo Azcoitia
Assistant County Attorney



CITY


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

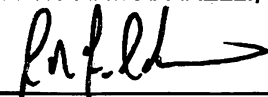
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By 
JOHN P. "JACK" SEILER, Mayor

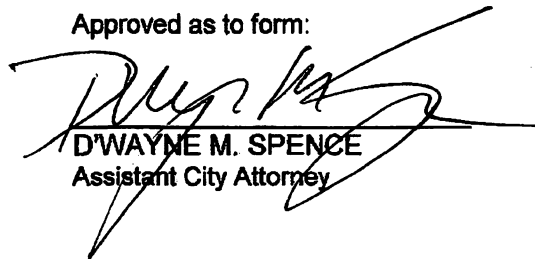
(CORPORATE SEAL)

ATTEST:


JEFFREY A. MODARELLI, City Clerk

By 
LEE R. FELDMAN, City Manager

Approved as to form:

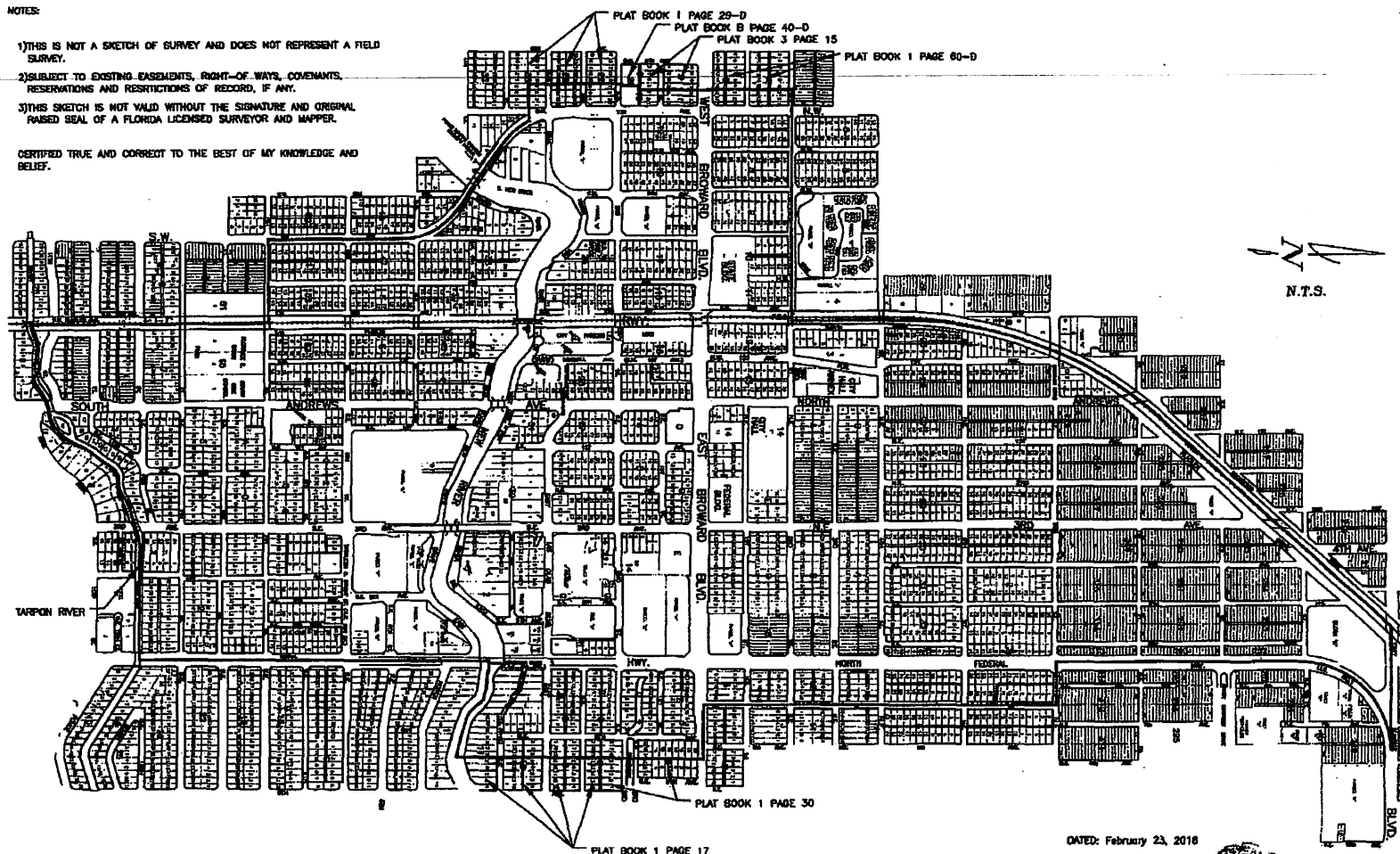

D'WAYNE M. SPENCE
Assistant City Attorney

SKETCH AND DESCRIPTION DOWNTOWN REGIONAL ACTIVITY CENTER

NOTES:

- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DATED: February 23, 2018

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA

DATE	2/23/18
BY	MWD
CHECKED	
DATE	
BY	
CHECKED	
DATE	
BY	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

PROJECT #	22222
DATE	2/23/18
BY	MWD
CHECKED	
DATE	
BY	
CHECKED	
DATE	
BY	

PROJECT # 22222
DOWNTOWN REGIONAL ACTIVITY CENTER
SKETCH AND DESCRIPTION
CITY OF FORT LAUDERDALE

DATE	2/23/18
BY	MWD
CHECKED	
DATE	
BY	
CHECKED	
DATE	
BY	

EXHIBIT B

DOWNTOWN REGIONAL ACTIVITY CENTER (DRAC) LAND USE AMENDMENT
BROWARD COUNTY PCT 15-1 and CITY ORDINANCE C-13-14
CONDITIONS OF APPROVAL

1. Transportation Network Impacts

- a. The City shall monitor and collect data of transportation patterns and use of multimodal options as new Regional Activity Center (RAC) development is established.
- b. Prior to any future land use amendments for additional dwelling units, the City must demonstrate consistency with the ITE "urban infill area" definition based on the actual development pattern within the RAC and provide data and analysis demonstrating that the existing and committed multi-modal system mitigates impacts to the transportation network.

2. Affordable Housing

- a. The City shall set aside 15% of the additional 5,000 dwelling units (750 dwelling units) as affordable housing and that the previous voluntary commitment regarding the provision of affordable housing as part of BCLUP amendment PCT 05-3 remain in effect.
- b. Prior to the issuance of building permit 2,501 of the 5,000 dwelling units, the City shall demonstrate that at least 15% (375 dwelling units) of the permitted or built units are affordable (up to 120% of the median income limits adjusted for family size for the households). If the City is unable to demonstrate that at least 15% of the permitted or built dwelling units meet that criteria, no additional market rate units shall be permitted or built until such time that the City provides an implementation action plan or program that is reviewed and approved by the County Commission.
- c. In addition and separate from the 5,000 dwelling units (at least 750 affordable), the City will be granted three (3) additional, density bonus market rate units for every one (1) "very low" (up to 50% of the median income limits adjusted for family size for households) or "low" (up to 80% of the median income limits adjusted for family size for households) affordable dwelling unit that is constructed for a maximum of an additional 750 market rate dwelling units, potential total of new dwelling units to 5,750.

3. Public School Impacts

- a. The City shall amend the existing Educational Mitigation Agreement between Broward County, the City of Fort Lauderdale and the School Board of Broward County, Florida, as accepted and conditioned by School Board staff.