

The terms of this Agreement are between Broward County (“County”), City of Pompano Beach (“City”), and the Pompano Beach Community Redevelopment Agency (“CRA”) and includes any successors, assignees, or transferees.

Agreement terms and, as relevant, modifications to City’s Master Conceptual Environmental Resource Permit No. 06-80151-P and County Surface Water Management License No. SWM2023-004-0 (“master permit/license”) for the Downtown Pompano Transit Oriented Corridor (DPTOC) Area and County’s Surface Water Management License No. SWM2008-012-0 for the County’s Northeast Transit Center.

1. Background:

- City is proposing to acquire an approximate 1.4 acre County retention/detention area (actual description to be finalized in the final agreement) currently providing the required water quality and drainage capacity needed for the County’s Northeast Transit Center and redevelop it as a part of the City’s future Downtown.
- The Northeast Transit Center and the retention/detention area are subject to Surface Water Management License No. SWM2008-012-0 and are within Parcel ID/Folio No. 484235001090.
- City is permittee and licensee for a conceptual master permit/license for a master drainage system intending to serve the County parcel and development or redevelopment of nearby properties, including parcels adjacent to the County parcel owned by the CRA for development of a future downtown in the DPTOC.
- City’s proposed acquisition and redevelopment of the retention/detention area will remove that area from the County’s current and potential future full redevelopment needs, whether for County redevelopment or future drainage.
- City will need to provide sufficient drainage meeting all legal requirements for the Northeast Transit Center site to meet current needs and future development potential by the terms of this agreement and including permit and license modifications.

2. The term “City” herein includes the CRA, where that may be more correct or specific. The agreement must ensure the correct party(ies) execute the agreement and are bound by it.

3. In the event of any breach of the agreement, the County shall be entitled to specific performance, injunctive relief, and/or liquidated damages.

4. Dedicated Parking:

- The City agrees to provide for a minimum of 400 parking spaces (as described herein) accessible by commuter rail riders to be available once the commuter rail station is operational. In addition, the City agrees to provide a designated pedestrian walking path connecting the designated parking to the commuter rail station. Initially, the parking spaces and designated pedestrian path shall be split between parking locations both west and east of Dixie Highway, with 200 dedicated spaces west of Dixie Highway and 200 shared spaces east of Dixie Highway, with the goal of providing dedicated spaces as they are built. As the City or CRA acquires land east of Dixie

Highway, the City agrees to either convert shared parking, or provide newly built parking spaces for dedicated parking spaces for commuter rail riders . The City will strive to acquire land in close proximity to the proposed station location to meet the goal of 400 dedicated spaces east of Dixie Highway. More detailed terms and conditions will be determined as the rail operation evolves as part of the Project Development and Environmental (PD&E) process.

- City parking areas will be lighted for security and safety purposes, have natural visibility, meet the standards of the Americans with Disability Act and provide a connection to the commuter rail station. Location and timeframe to be determined during the PDE process required for County to pursue Federal and State funding.

5. Property Swap.

- County conveys the drainage parcel “AS-IS” immediately adjacent to the Northeast Transit Center (approximately 1.4 acres) to City. (See Exhibit A)
- City conveys the Annie L. Weaver Center Building and land to County “AS-IS” (See Exhibit B). Pursuant to a license agreement to be negotiated between the parties, County shall continue to make the Annie L. Weaver Center available for the City’s Community Court Program unless or until such time that the City can find an alternate venue for said program, at an annual consideration of \$10.
- In the event the City elects to sell or transfer all or part of the City vacant fire parcel (2121 NW 3<sup>rd</sup> Avenue, Pompano Beach), which is adjacent to the Annie L. Weaver property (See Exhibit C), the City agrees to sell the property to the County at the price established pursuant to the procedure that follows and upon such other reasonable terms mutually agreeable to the parties required to comply with the City Charter. City and County agree that each will obtain one (1) independent appraisal, and the value established for the property will be based on the average fair market value of both appraisals. City agrees to provide County ninety (90) days for County administration to respond once this average fair market value has been communicated.

6. License Modification.

- City’s acquisition of the retention/detention area would require a modification of SWM2008-012-0, as the City would be a co-owner within that license’s area.
- City must apply to be co-licensee until modifications of the master permit/license provide for alternative drainage and water quality pretreatment sufficient for the County to fully provide for future full redevelopment of its remaining 2.38 acre, Northeast Transit Center parcel and provide the highest density allowed anywhere within the DPTOC (“future full redevelopment”) for 3.78 acres.
- City shall pay for and obtain any future use or modifications to the master permit/license of the property as requested by the County.
- Any construction shall not disrupt the operations of the Northeast Transit Center.

7. Master permit/license.

- City cannot redevelop or otherwise remove the current retention/detention area from the County's access and use as drainage for the Northeast Transit Center until
- City agrees to include the following terms in any association or special district documents related to creation, maintenance, repair, and operation of the DPTOC that includes the County parcel and provides for the master drainage system.
- City modifies the master permit/license to i) authorize construction in the retention/detention area, 2) authorize construction of the master drainage system sufficient to replace the County's current drainage needs and provide for future full redevelopment drainage needs, and 3) the modification(s) are authorized for operation.
- County's potential future full redevelopment drainage and water quality pretreatment needs may be modeled for and sufficient capacity reserved in the master permit/license for the County's exclusive use if that capacity is not constructed and authorized for operation in initial modifications.
- City agrees to modify the master permit/license at its own cost to provide all necessary connections to the master drainage system for County's current and future full redevelopment needs.
- City's modification of the master permit/license shall provide for all required pretreatment needed for County's Northeast Transit Center parcel and County's potential future full redevelopment. The modification shall not require County to provide the ½ inch of pretreatment otherwise required for commercial parcels.
- City shall not oppose a future modification of the master permit/license for full redevelopment of County's remaining 2.38 acre Northeast Transit Center parcel, and provide the highest density allowed anywhere within the DPTOC ("future full redevelopment") for 3.78 acres. City modification of the master permit/license shall provide sufficient drainage and water quality for the current Northeast Transit Center and future full redevelopment to meet or exceed the capacities needed for 25-year, 3-day and 100-year, 3-day storm events based on modeling acceptable to County.
- City shall provide sufficient easement or other rights for the County to access the master drainage system for emergency maintenance or repairs to address conditions causing a flood risk to County's parcel if not corrected by City within 10 days after notice by County. City shall reimburse County for such costs within 30 days of payment demand.
- City shall be fully responsible for all costs of:
  - Operation, maintenance, repairs to, connections to, conditions of, modifications to, notices required by, and engineering and certification costs of the master drainage system.
  - Any and all application fees for permit/license or license modifications, mitigation of future flood risks due to water table elevation changes, storm event modeling, or sea level rise.
  - Any and all future assessments, fees, or other payments otherwise required if an association or special district is formed for the master permit/license or

if agreements with parcel owners otherwise require payments for access to and use of the capacity of the master drainage system, including any special assessments for maintenance, repairs or replacement. Furthermore, any access of the County's parcel or construction disruption for such purposes shall also be at no cost to the County.

8. City shall be fully responsible for the assessment and remediation of any contamination identified in or the source of which is the retention/detention area and shall indemnify County for any claims against the County.
9. City shall provide sufficient easement or other rights for County's continued access to and use of the retention/detention area after City acquisition until such time that the City's master drainage system is fully operational, inclusive of County's future full redevelopment drainage needs, and the County is connected to the City's master drainage system.
10. City shall be responsible for any claims, damages, and injunctive relief for breaches of agreement, breaches of City's responsibilities for master permit/license, and for violations of County Code of Ordinances, Part IV of Chapter 373, Florida Statutes, Environmental Resource Permit rules, and incorporated Applicant's Handbook for permitting by the South Florida Water Management District, unless solely caused by County.
11. Reservation of County rights when acting in a regulatory capacity.
12. Indemnification of County, including for any claims and damages related to restriction of future full redevelopment of County's remaining approximate 2.38-acre parcel in conformity with City Code and land use regulations in the DPTOC.
13. Note: the retention/detention area and County Northeast Transit Center are within Zone 3 of a wellfield. City's construction of any exfiltration trenches within the wellfield zone must be at least one (1) foot above the water table elevation.
14. Note: City and CRA shall not conduct dewatering within the master permit/license without a separate approval by County's Resilient Environment Department pursuant to Article XII, Section 27-353(i), of the County's Code of Ordinances. That separate approval is required if the City or CRA development is at or within ¼ mile of a contaminated site. There are three (3) known contaminated sites that are nearby the City/CRA proposed development, known as Contaminated Sites 1715B, 2744, and 3571.
15. Other County and City standard terms and conditions may be required, where applicable and legally permissible.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Term Sheet to be executed the day and year hereinabove written.

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK  
APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
REX HARDIN, CHAIRPERSON

By: \_\_\_\_\_  
GREGORY P. HARRISON, EXECUTIVE DIRECTOR

ATTEST:

\_\_\_\_\_  
KERVIN ALFRED, CRA SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CLAUDIA M. McKENNA, CRA ATTORNEY

**COUNTY:**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
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  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_  
Christina A. Price (Date)  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

Agenda Date/ Item:

**EXHIBIT "A"**  
**FOLIO NO. 4842 35 00 1090**



**EXHIBIT "B"**  
**FOLIO NO. 4842 26 36 0010**





**EXHIBIT "C"**  
**FOLIO NO. 4842 26 45 0010**

