

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY and the CITY OF FORT LAUDERDALE

to

IMPLEMENT ANNEXATION OF THE FOLLOWING AREAS - CYPRESS CREEK ROAD A and B, ANDREWS – NE 62nd STREET NORTH AND ANDREWS - NE/NW 62nd STREET SOUTH

This is an Interlocal Agreement, hereinafter referred to as "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 FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of COUNTY and CITY, the following statements, representations, and explanations are predicates for the undertakings and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Interlocal Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and CITY to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal; and

WHEREAS, this Agreement is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the State of Florida enacted Chapter 2010-257, Laws of Florida, which provides for the annexation of certain portions of the unincorporated area of COUNTY, described in Exhibit "B" and as shown in Exhibit "C" attached hereto and made a part hereof, into the municipal boundaries of the CITY including the transition of any and all traditional municipal services unless otherwise provided herein, and as more particularly described in Exhibit "A", attached hereto; and made a part hereof; and

WHEREAS, pursuant to Chapter 2010-257, Laws of Florida, the annexation will become effective on September 15, 2010, and

WHEREAS, it is in the best interests of CITY and COUNTY to ensure a smooth transition of services and facilities from COUNTY to 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 **DEFINITIONS AND IDENTIFICATIONS**

- 1.1 Agreement — means this document, Articles 1 through 8 inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board — The Broward County Board of County Commissioners.
- 1.3 City Contract Administrator — The City of Fort Lauderdale City Manager, or his/her designee, is the City Contract Administrator. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 County Contract Administrator — The Broward County Administrator, or his/her designee, is the County Contract Administrator. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

ARTICLE 2 **SCOPE OF SERVICES**

- 2.1 CITY shall perform all work, tasks, functions and services identified to be performed by CITY in this Agreement and in Exhibit "A", and COUNTY shall perform all work, tasks, functions, and services identified to be performed by COUNTY in this Agreement and in Exhibit "A." The parties agree that the Scope of Services is a description of their obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, work, tasks, functions, and services which are such an inseparable part of the matter described that exclusion

would render performance by the party obligated impractical, illogical or unconscionable. Upon the effective date of the annexation, CITY shall extend its general governmental services to the areas annexed at the same level as then exists within CITY except as otherwise provided in this Agreement.

- 2.2 CITY acknowledges and agrees that the County Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Likewise, COUNTY acknowledges and agrees that the City Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3 **EFFECTIVENESS; TERM AND TIME OF PERFORMANCE**

- 3.1 This Agreement shall become effective only upon being executed by all of the parties and, shall be further expressly subject to the annexation of the areas described in Exhibit B. The term, and the obligations hereunder, shall begin on the effective date of this Agreement and shall end after all duties, obligations, and responsibilities set forth in this Agreement are fulfilled or met, by undertaking or completion thereof as herein required; however, notwithstanding any other provision, the parties' obligations under this Agreement shall not extend beyond September 30, 2011.
- 3.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4 **CHANGE IN SCOPE OF SERVICES**

Any change to the Scope of Services must be accomplished by a written amendment, executed by CITY and COUNTY in accordance with Section 8.15 below.

ARTICLE 5 **GOVERNMENTAL IMMUNITY**

CITY is a state agency or subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Likewise, COUNTY is a state agency or subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its 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 6
INSURANCE

CITY shall furnish the COUNTY Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement. COUNTY shall furnish the CITY Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 7
TERMINATION

This Agreement may be terminated for cause by action of COUNTY or by CITY if, after written notice from the aggrieved party identifying the breach, the party in breach has not corrected the breach within thirty (30) days or if the nature of the breach is such that it cannot be corrected within thirty (30) days, the party in breach has not commenced and diligently pursued action to promptly correct the breach. Termination of this Agreement shall not cause any interest in real or personal property that was transferred to CITY to revert to COUNTY and shall not cause any transfer of municipal services, or obligations transferred from COUNTY to CITY to revert to COUNTY. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8
MISCELLANEOUS

8.1 **OWNERSHIP OF DOCUMENTS**

Any and all reports, photographs, surveys, and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and will be made available to the other party for inspection or use at no cost.

8.2 **AUDIT AND RETENTION OF RECORDS**

CITY and COUNTY shall have the right to audit the books, records, and accounts that are related to this Agreement. CITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CITY and COUNTY shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if

the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CITY and COUNTY shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY and COUNTY shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CITY's and COUNTY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, pregnancy, gender identity (Broward County Code, Chapter 16 1/2), national origin, marital status, physical or mental disability, political affiliation, or any factor which cannot be lawfully used as a basis for service delivery.

CITY and COUNTY shall not engage in or commit discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 1/2) in performing any services pursuant to this Agreement.

8.4 INDEPENDENT CONTRACTOR

CITY and COUNTY are independent contractors under this Agreement. Services provided by CITY and COUNTY pursuant to this Agreement shall be subject to the supervision of CITY and COUNTY. In providing such services, neither CITY nor COUNTY or its agents shall act as officers, employees, or agents of CITY or COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.5 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY 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. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Bertha Henry, County Administrator
Government Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

COPY TO

Harry A. Stewart, City Attorney

8.7 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party.

8.8 WAIVER OF BREACH

Neither COUNTY's nor CITY's failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 COMPLIANCE WITH LAWS

CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.10 SEVERANCE

In the event this Agreement or a material provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue to be effective.

8.11 JOINT PREPARATION AND INTERPRETATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

8.12 CONSTRUCTION OF AGREEMENT

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and same are hereby incorporated into and made a part of this Agreement. It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent.

8.13 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.

8.14 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall

be in the Seventeenth Judicial Circuit state court in and for Broward County, Florida.

8.15 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 Board and the governing body of CITY.

8.16 PRIOR AGREEMENTS

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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.15 above.

8.17 REMEDIES

If either COUNTY or CITY is in default hereunder, the non-defaulting party shall be entitled to pursue any and all available legal and equitable remedies including, without limitations, the remedy of specific performance of any term, condition, or obligation of this Agreement.

8.18 INCORPORATION OF EXHIBITS

The attached Exhibits "A", "B", and "C" are incorporated into and made a part of this Agreement.

8.19 RECORDATION OF AGREEMENT

This Agreement may be recorded in the Official Records of Broward County , Florida, if either party so desires.

8.20 MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE CITY OF FORT LAUDERDALE TO IMPLEMENT THE ANNEXATION OF THE FOLLOWING AREAS - CYPRESS CREEK ROAD A and B, ANDREWS – NE 62nd STREET NORTH AND ANDREWS NE/NW 62nd STREET SOUTH

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action, and CITY OF FORT LAUDERDALE, signing by and through its Mayor duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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


By: _____
Mayor

_____ Day of _____, 2010

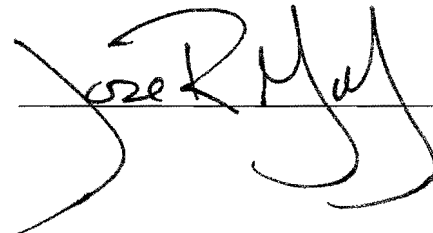
Insurance Requirements
Approved by Broward County
Risk Management Division

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

By:



By:



INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE CITY OF FORT LAUDERDALE TO IMPLEMENT THE ANNEXATION OF THE FOLLOWING AREAS - CYPRESS CREEK ROAD A and B, ANDREWS - NE 62nd STREET NORTH AND ANDREWS NE/NW 62nd STREET SOUTH

WITNESSES:

Safeya A. Maloney

Safeya A. Maloney
Witness Print Name

H. Skowronek

Hanna Skowronek
Witness Print Name

CITY OF FORT LAUDERDALE

By [Signature]
JOHN P. "JACK" SEILER, Mayor

By [Signature]
ALLYSON C. LOVE,
Acting City Manager

(SEAL)

ATTEST:

[Signature]
JONDA K. JOSEPH, City Clerk

Approved as to form:

[Signature]
Sharon P. Miller, Assistant City Attorney

ACKNOWLEDGEMENT FOR CITY

STATE OF FLORIDA
COUNTY OF BROWARD

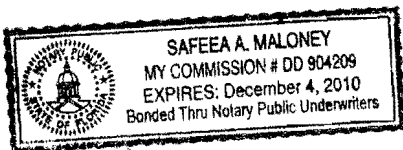
The foregoing instrument was acknowledged before me this 23 day of August, 2010 by John P. "Jack" Seiler as Mayor of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Safeya A. Maloney
(Name of Acknowledger Typed, Printed or Stamped)

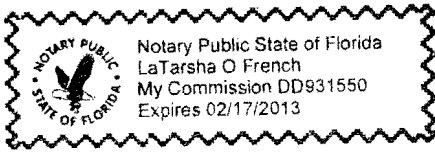
Commission Number 00904209



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of August, 2010 by Allyson C. Love, Acting City Manager, of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:



LaTarsha O French

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

LaTarsha O French
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number DD 931550

ACKNOWLEDGEMENT FOR COUNTY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Ken Keechl as Mayor of Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who is personally known to me.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A

OBLIGATIONS OF CITY AND COUNTY

1. Types of Services Transitioned to CITY — Except as otherwise provided in this Agreement, CITY shall be responsible for the following services in the annexed areas as described in Exhibit B on October 1, 2010:
 - Building Permits and Enforcement
 - Code Enforcement
 - Zoning Code Enforcement
 - Engineering and Right-of-Way Management
 - Business Tax
 - Roadway lighting and Street Maintenance
 - Planning, Zoning and Development Review
 - Garbage Collection
 - Neighborhood Parks and Recreation (not applicable-medians within said area will be maintained by City)
 - Maintenance of Roads and Rights-of-way and Associated Stormwater Structures (See section 5)

2. Building Permits and Enforcement — All applications for building permits submitted prior to the effective date of this Agreement shall be reviewed, issued, inspected and finalized by COUNTY, including expired building permits, which are renewed. Upon the issuance of a certificate of occupancy by COUNTY, any further enforcement of the Broward County Code of Ordinances shall be performed by CITY. All applications for building permits submitted after the effective date of this Agreement shall be reviewed, issued, inspected, and finalized by CITY. COUNTY shall continue to monitor and enforce all outstanding building code violations including issuance of building permits and inspections required to rectify outstanding violations. By October 1, 2010, the COUNTY will provide the CITY with a report of all pending building permits and building permit applications.

3. Code Enforcement — Upon annexation, the CITY's Code of Ordinances shall apply within the annexed area.

4. Zoning Code Enforcement — On October 1st of the year in which the annexation becomes effective, COUNTY shall provide all outstanding zoning violations to CITY. In addition, all active non-expired permits and certificates of use that are outstanding on October 1st of the year the annexation becomes effective will be finalized and inspected by the COUNTY. Following October 1st of the effective date of the annexation, COUNTY building inspectors will no longer provide any inspections related to the zoning certificate of use program. The certificate of use program will be assumed by CITY if such program is in effect in the City. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the zoning designations. Upon annexation, CITY shall be responsible for enforcement of all other provisions of the CITY'S Code of Ordinances, site plan review, variances, certificates of use and zoning permits within the annexed area.

5. Engineering and Right-of-Way Management — In accordance with Chapter 2010-257, Laws of Florida, all public roads and the public rights-of-way associated therewith, lying within the annexation area on the Broward County Road System, as described in Exhibit B except those portions of Cypress Creek Road (NE/NW 62nd Street) and Andrews Avenue lying within the annexation area, are transferred from COUNTY jurisdiction to the jurisdiction of CITY, hereinafter referred to as "Transferred Roads." All rights, title, interests, and responsibilities for the Transferred Roads, including, but not limited to, the ownership, operation, maintenance, planning, design, and construction of said public roads and the rights-of-way associated therewith, are deemed transferred from COUNTY's jurisdiction and ownership to the jurisdiction and ownership of CITY upon the effective date of the annexation. All storm sewers, stormwater outfalls and associated stormwater appurtenances serving roads that are transferred to CITY as part of the annexation shall be owned and maintained by the CITY. Prior to being accepted by the City, a CCTV inspection will be performed and all repairs made by the County. All private utilities in the right-of-way will remain private. The County will provide an inventory and as-built drawings of the public system being transferred, to the extent the County has such documentation. The County will provide an inventory and as-built drawings of the known private utilities within the right-of-way being transferred, to the extent the County has such documentation. Nothing herein shall require the County to create any documentation that it does not possess as of the effective date of this Agreement.

All outstanding Engineering Division permits concerning right-of-way shall be inspected and finalized by COUNTY. Bonds held by COUNTY for outstanding Engineering Division permits will be maintained by COUNTY until successful completion of the one-year warranty maintenance period. On or before the effective date of this Agreement, the County will provide the City a list of those areas still within the one year warranty period, along with expiration dates. Any work in the right-of-way of a Transferred Road submitted for permit after the effective date of this agreement shall be issued, inspected, and finalized by CITY.

All utilities not aforementioned shall be retained by the respective owners.

6. Business Tax – Upon annexation, COUNTY will provide the CITY with a list of all current and delinquent Business Tax Receipts and any associated State Licenses, Certificates of Insurance or similar file documentation relevant to the business. The Business Tax list shall include license categories for each individual Business Tax. The COUNTY will also provide the CITY with a list of all current Certificates of Use issued by the Permitting, Licensing and Consumer Protection Division.
7. Roadway lighting and Street Maintenance — COUNTY agrees to continue to pay the energy cost for street lights and maintain the Transferred Roads as described in Section 5 until October 1, 2010. CITY hereby acknowledges that CITY will assume responsibility for cost of energy for Street lights and maintenance of the Transferred Roads as described in Section 5 above beginning October 1, 2010.

8. Planning, Zoning and Development Review — CITY shall be responsible for the review of all plats within the annexed area that have not been approved by the Broward County Board of County Commissioners upon the effective date of the annexation. All plats approved by the Broward County Board of County Commissioners prior to the effective date of the annexation shall be entitled to be recorded as if such a plat was still subject to review by COUNTY. CITY shall be responsible for neighborhood planning as of the effective date of this Agreement. CITY shall be responsible for the review of all final site plan applications that have not received a development order from COUNTY prior to the effective date of this Agreement.

The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until CITY adopts an ordinance changing such land use designation by a majority plus one of the full governing body of CITY. Upon annexation, CITY shall be responsible for implementation and administration of the Future Unincorporated Land Use Element of the Broward County Comprehensive Plan within the annexed area. All applications for rezoning shall continue to be processed by COUNTY until the annexation becomes effective.

9. Allocation of Revenues — CITY shall initiate and coordinate with COUNTY the notification and filing process to ensure that all Municipal, COUNTY and State revenue sources listed below are transitioned to CITY on October 1, 2010.

- Property Tax
- FP&L Utility Tax
- Communications Svcs. Tax
- FP&L Franchise Fees
- Half-cent Sales Tax
- County Shared Gas Tax

COUNTY shall make provisions for per capita revenue sharing payments to CITY on behalf of the annexed area until that point in time at which all State of Florida, COUNTY and Municipal revenue sharing sources based on population formulas recognize the population of the annexed area as part of the CITY of Fort Lauderdale and that recognition is reflected in CITY's annual share of State revenues.

10. Transfer of Records — All records will be transferred to CITY commencing September 15, 2010 and proceed continuously until all records in the annexation area are transferred to CITY based on a mutually agreed upon schedule. By October 1, 2010, the COUNTY will provide the CITY with a record of all outstanding code enforcement matters related to properties located within the annexation area, along with an inventory of the infrastructure being transferred, , an inventory of all private utilities in the right-of-way, to the extent the County has such documentation, bonded right-of-way work including expiration dates of current work under warranty, and all available as-built drawings, to the extent the County has such documentation. Nothing herein shall require the County to create any documentation that it does not possess as of the effective date of this Agreement.

11. Garbage Collection — COUNTY shall provide waste collection and recycling services to properties covered by the County's Mandatory Collection program through September 30, 2010. COUNTY shall accrue all garbage collection residential and commercial franchise fees and other applicable revenues for services through September 30, 2010. On October 1, 2010, City shall assume responsibility for all waste collection and recycling services.

EXHIBIT B

CHAPTER 2010-257

Committee Substitute for House Bill No. 1209

An act relating to the City of Fort Lauderdale, Broward County; extending and enlarging the corporate limits of the City of Fort Lauderdale to include specified unincorporated lands within such corporate limits; providing for an effective date of annexation; providing for an interlocal agreement, land use and zoning governance, and residency qualification for candidacies for municipal office; providing applicability to existing contracts; providing for transfer of public roads and rights-of-way; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The following areas shall be annexed into the City of Fort Lauderdale subject to the provisions of this act:

CYPRESS CREEK ROAD – A

That portion of Section 11 Township 49 South, Range 42 East, Broward County, Florida, described as follows:

BEGIN at the Northwest corner of HARRAH PLAT, according to the plat thereof, as recorded in Plat Book 100, Page 25, of the Public Records of Broward County, Florida said point also being on the South right of way line of Cypress Creek Road and the municipal boundary of the City of Fort Lauderdale, as established by Ordinance No. C-94-16;

The next six courses being along said municipal boundary;

Thence North $88^{\circ}46'54''$ East, a distance of 256.04 feet to the point of curvature of a non-tangent curve, concave to the North, having a radius of 5784.58 feet, a central angle of $01^{\circ}48'28''$ and a radial bearing of North $03^{\circ}35'16''$ East;

Thence Easterly along said curve, a distance of 182.51 feet to the most Northerly Northeast corner of Parcel "A" of said HARRAH PLAT;

Thence South $01^{\circ}30'49''$ East, a distance of 12.02 feet to the Northwest corner of Parcel "A" of AMOCO S.S. 7002 PLAT, according to the plat thereof, as recorded in Plat Book 133, Page 29, of the Public Records of Broward County, Florida;

Thence continue South $01^{\circ}30'49''$ East, a distance of 175.90 feet;

Thence North $88^{\circ}46'54''$ East, a distance of 195.00 feet;

Thence South $01^{\circ}30'49''$ East a distance of 98.25 feet to the Southeast corner of Parcel "A" of said HARRAH PLAT said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 1485, 2004 Legislature;

Thence North $88^{\circ}44'00''$ East along said municipal boundary and the South line of said HARRAH PLAT to the Southeast corner of said Plat, said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 2177, 1975 Legislature;

Thence North along said municipal boundary to the North right of way line of Cypress Creek Road, said point being on the municipal boundary of the City of Fort Lauderdale as established by Ordinance No. C-94-16 and on a curve concave to the North having a radius of 5674.58 feet and a central angle of 05°49'13";

The next two courses being along said municipal boundary per Ordinance No. C-94-16 and said North right of way line;

Thence Westerly along said curve, a distance of 576.44 feet to a point of reverse curvature of a curve concave to the South, having a radius of 5784.58 feet, a central angle of 00°35'37" and a radial bearing of South 05°38'37" West;

Thence Westerly along said curve, a distance of 59.93 feet to the Southeast corner of "SHELL AT I-95", according to the plat thereof, as recorded in Plat Book 102, Page 25, of the Public Records of Broward County, Florida, said point being on the municipal boundary of the City of Fort Lauderdale, as established by Ordinance No. C-95-6;

The next three courses being along said municipal boundary per Ordinance No. C-95-6 and said North right of way line;

Thence continue Westerly along said curve, a distance of 337.88 feet;

Thence North 80°31'09" West, a distance of 201.82 feet;

Thence South 89°06'33" West, a distance of 125.00 feet to a point on the municipal boundary of the City of Oakland Park, as established by House Bill 931, 1983 Legislature and the East right of way line of Interstate Ninety-five (I-95);

Thence Southerly along said municipal boundary and said East right of way line to the South line of Cypress Creek Road, said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 1485, 2004 Legislature;

Thence Easterly along said municipal boundary to the POINT OF BEGINNING.

CYPRESS CREEK ROAD – B

That portion of Section 11, Township 49 South, Range 42 East, Broward County, Florida, described as follows:

BEGIN at the intersection of the Easterly prolongation of the North limits line of CYPRESS CREEK I-95 INTERCHANGE PROPERTY, as recorded in Plat Book 88, Page 3, of the Public Records of Broward County, Florida with the East right of way line of the Florida East Coast Railroad and the present corporate limits of the City of Fort Lauderdale, as established by House Bill 2512, 1965 Legislature; Thence Southerly along said East right of way line and said corporate limits to the North right of way line of Northeast 62nd Street, said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 1244, 1988 Legislature;

Thence West along said North right of way line and said municipal boundary, as established by House Bill 1244, to the West right of way line of the Florida East Coast Railroad and a point on the municipal boundary of the City of Oakland Park, as established by House Bill 2177, 1975 Legislature;

Thence West along said North right of way line and said municipal boundary, as established by House Bill 2177, to a point on the Southeast corner of Tract "A", PHILLIPS TRACT, according to the plat thereof, as recorded in Plat Book 124, Page 9, of Broward County, Florida, said point being on the municipal boundary of the City of Fort Lauderdale, as established by Ordinance No. C-94-16;

Thence continuing along said municipal boundary, as established by Ordinance No. C-94-16, the following 4 courses;

Thence North $42^{\circ}58'19''$ East, a distance of 42.63 feet;

Thence North $04^{\circ}34'07''$ East, a distance of 100.31 feet to the Northeast corner of said Tract "A", the last two courses being along the Easterly line of said Tract "A";

Thence South $88^{\circ}20'37''$ West, a distance of 120.11 feet to the Northwest corner of said Tract "A";

Thence South $02^{\circ}18'05''$ East, a distance of 130.20 feet to the Southwest corner of said Tract "A", said point being on the North right of way line of Northeast 62nd Street and on said municipal boundary of the City of Oakland Park, as established by House Bill 2177, 1975 Legislature;

Thence Westerly along said North right of way line and said municipal boundary, as established by House Bill 2177, to the West right of way line of Northeast 9th Avenue, said point being on the municipal boundary of the City of Fort Lauderdale, as established by Ordinance No. C-94-16;

Thence continuing along said municipal boundary, as established by Ordinance No. C-94-16, the following 36 courses;

Thence North $01^{\circ}27'01''$ West, along said municipal boundary, a distance of 94.04 feet to the Southeast corner of Lot 118 of the Tax Assessor's Map of "CYPRESS CREEK TRAILER CITY", as recorded in Miscellaneous Plat Book 2, Page 17, of the Public Records of Broward County, Florida;

Thence South $88^{\circ}46'54''$ West, along the South line of said "CYPRESS CREEK TRAILER CITY", a distance of 119.56 feet;

Thence North $28^{\circ}46'54''$ East, a distance of 56.23 feet;

Thence North $26^{\circ}13'06''$ West, a distance of 20.00 feet;

Thence South $43^{\circ}46'54''$ West, a distance of 20.00 feet;

Thence North $46^{\circ}13'06''$ West, a distance of 16.00 feet;

Thence North $43^{\circ}46'54''$ East, a distance of 31.71 feet;

Thence North $13^{\circ}46'54''$ East, a distance of 34.76 feet to the Northeast corner of Lot 121 of said "CYPRESS CREEK TRAILER CITY";

Thence North $01^{\circ}13'06''$ West, a distance of 40.00 feet;

Thence North $88^{\circ}46'54''$ East, along the North line of Caravan Circle, as shown on said "CYPRESS CREEK TRAILER CITY", a distance of 93.29 feet to intersect the West line of N.E. 10th Avenue (now N.E. 9th Avenue), as shown on said map;

Thence North $01^{\circ}27'01''$ West, along said West line and the Northerly extension thereof, a distance of 160.00 feet;

Thence North $88^{\circ}46'54''$ East, along the North line of said Caravan Circle, a distance of 185.18 feet;

Thence North $01^{\circ}07'04''$ West, a distance of 218.42 feet;

Thence North $88^{\circ}52'56''$ East, along the North line of Justamere Terrace, as shown on said map, a distance of 232.19 feet to the Southeast corner of Lot 56 of said "CYPRESS CREEK TRAILER CITY";

Thence North $13^{\circ}52'56''$ East, a distance of 26.47 feet;

Thence North $26^{\circ}07'04''$ West, a distance of 39.27 feet;

Thence North $63^{\circ}52'56''$ East, a distance of 24.00 feet to the Westernmost corner of Lot 82, of said "CYPRESS CREEK TRAILER CITY";

Thence North $08^{\circ}52'56''$ East, a distance of 49.45 feet to a point on the South right of way line of Cypress Creek Canal (C-14);

Thence North $88^{\circ}52'56''$ East, along said South right of way line, a distance of 40.96 feet;

Thence South $18^{\circ}37'04''$ East, a distance of 61.70 feet;

Thence South $88^{\circ}52'56''$ West, a distance of 39.35 feet, the last four courses being coincident with the perimeter of said Lot 82;

Thence South $46^{\circ}07'04''$ East, a distance of 7.30 feet;

Thence South $43^{\circ}52'56''$ West, a distance of 31.71 feet;

Thence South $13^{\circ}52'56''$ West, a distance of 34.76 feet;

Thence South $01^{\circ}07'04''$ East, a distance of 35.00 feet;

Thence South $88^{\circ}52'56''$ West, along the South line of said Justamere Terrace, a distance of 206.69 feet;

Thence South $01^{\circ}07'04''$ East, a distance of 95.00 feet to the Northwest corner of Lot 31 of said "CYPRESS CREEK TRAILER CITY";

Thence North $88^{\circ}52'56''$ East, a distance of 76.41 feet;

Thence South $28^{\circ}52'56''$ West, a distance of 56.23 feet;

Thence South $63^{\circ}52'29''$ West, a distance of 24.00 feet;

Thence South $88^{\circ}52'56''$ West, a distance of 26.55 feet to the Southwest corner of said Lot 31, the last four courses being along the boundary of said Lot 31;

Thence South $01^{\circ}07'04''$ East, a distance of 36.16 feet;

Thence South $61^{\circ}35'26''$ West, a distance of 72.97 feet;

Thence South 88°46'54" West, a distance of 100.10 feet;

Thence South 01°27'01" East, along the East line of said N.E. 10 Avenue (now N.E. 9th Avenue), a distance of 98.23 feet;

Thence North 88°20'37" East, along the North limits and the Easterly extension thereof, of the Plat of "CYPRESS CREEK I-95 INTERCHANGE PROPERTY", as recorded in Plat Book 88, Page 3, of the Public Records of Broward County, Florida, a distance of 940.93 feet to the POINT OF BEGINNING.

ANDREWS - NE 62 STREET – NORTH

A portion of Section 10, Township 49 South, Range 42 East, Broward County, Florida, described as follows:

BEGIN at the intersection of the West right-of-way line of State Road 9, (I-95) with the East right-of-way line of North Andrews Avenue Extension as shown on, "CHARTER PLAT", as recorded in Plat Book 92, Page 23 of the Public Records of Broward County, Florida, said point also being on the municipal boundary of the City of Fort Lauderdale, established by Ordinance No. C-84-33 of the City of Fort Lauderdale;

Thence along said municipal boundary the following 4 courses;

Thence Northerly on said East right-of-way line to intersect the South line of the North One-Half (N 1/2), of the Southwest One-Quarter (SW 1/4), of the Southwest One-Quarter (SW 1/4), of the Northeast One-Quarter (NE 1/4) of Section 10, Township 49 South, Range 42 East;

Thence South 88°38'01" West on said South line to a point on the West line of the Northeast One-Quarter (NE 1/4) of said Section 10;

Thence South 88°36'42" West on the South line of the North One-Half (N 1/2), of the Southeast One-Quarter (SE 1/4), of the Southeast One-Quarter (SE 1/4), of the Northwest One-Quarter (NW 1/4) of said Section 10, a distance of 225.47 feet to intersect the East right-of-way line of North Andrews Avenue realigned shown on "STEAK & ALE OF FLA." as recorded in Plat Book 96, Page 16, of the Public Records of Broward County, Florida;

Thence Southerly on said East right-of-way line to intersect the North right-of-way line of Northeast 62nd Street (Cypress Creek Road), said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 931, 1983 Legislature;

Thence Easterly, Northerly, Easterly and Northeasterly along said North right of way line and along said municipal boundary, to the POINT OF BEGINNING.

ANDREWS - NE/NW 62nd STREET – SOUTH

A portion of Section 10, Township 49 South, Range 42 East, Broward County, Florida, described as follows:

BEGIN at the Southwest corner of, CYPRESS FINANCIAL CENTER, according to the plat thereof, as recorded in Plat Book 125, Page 48 of the Public Records of Broward County, Florida, said point being on the

municipal boundary of the City of Fort Lauderdale, as established by Ordinance C-95-43 of the City of Fort Lauderdale;

Thence along said municipal boundary the following 8 courses;

Thence North 01°55'43" West, a distance of 89.24 feet;

Thence North 43°04'17" East, a distance of 42.43 feet;

Thence North 88°04'17" East, along the south right-of-way line of Northwest 60th Street, a distance of 13.16 feet;

Thence North 01°55'43" West, a distance of 60.00 feet;

Thence North 40°23'11" West, a distance of 39.14 feet to the point of intersection with the arc of a circular curve, concave to the Southeast, whose radius point bears South 78°50'36" East from said point;

Thence Northerly, along the arc of said curve, having a radius of 882.93 feet, a central angle of 04°47'41" and an arc distance of 73.89 feet, to the point of tangency;

Thence North 15°57'05" East, a distance of 312.64 feet;

Thence North 52°13'39" East, a distance of 41.42 feet to the Northwest corner of Parcel "A", CYPRESS CREEK CENTER, according to the plat thereof, as recorded in Plat Book 104, Page 13 of the Public Records of Broward County, Florida, said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 931, 1983 Legislature;

Thence Northerly, along said municipal boundary, to the Southwest corner of, CHARTER PLAT, according to the plat thereof, as recorded in Plat Book 92, Page 23 of the Public Records of Broward County, Florida, said point being on the North right-of-way line of Northeast 62 Street (Cypress Creek Road) and the municipal boundary of the City of Fort Lauderdale, as established by Ordinance C-84-33 of the City of Fort Lauderdale;

Thence West, along said North right-of-way line and said municipal boundary, to intersect the West line of the Southeast One-Quarter (SE $\frac{1}{4}$), of the Southeast One-Quarter (SE $\frac{1}{4}$), of the Northwest One-Quarter (NW $\frac{1}{4}$) of said Section 10;

Thence North 01°56'19" West, along said West line and said municipal boundary, 262.64 feet to a point on the Easterly right-of-way line of the Seaboard System Railroad, said point being on the municipal boundary of the City of Fort Lauderdale, as established by House Bill 1499, 1979 Legislature;

Thence Southerly, along said East right-of-way line and said municipal boundary, to a point on the South right-of-way line of Cypress Creek Road, said point being on the municipal boundary of the City of Fort Lauderdale, as established by Ordinance C-94-15 of the City of Fort Lauderdale;

Thence along said municipal boundary the following 6 courses;

Thence North 88°30'11" East, along the South right-of-way line of Cypress Creek Road, a distance of 183.77 feet to a point on the West right-of-way line of North Andrews Avenue, as shown on the Florida Department of Transportation right-of-way map section 86070-2497, sheet 1 of 1, dated 02/87;

Thence South 64°38'08" East, a distance of 69.17 feet;

Thence South 10°54'48" East, a distance of 64.81 feet;

Thence South 15°57'06" West, a distance of 191.81 feet to the point of curvature of a curve concave to the East;

Thence Southerly along said curve, having a radius of 1,014.93 feet, a central angle of 6°29'43", for a distance of 115.06 feet to a point on a nontangent line;

Thence South 16°02'01" West, to a point of intersection with the South line of the North One-Half (N 1/2), of the North One-Half (N 1/2), of the Southwest One-Quarter (SW 1/4) of said Section 10, said point being on the municipal boundary of the City of Oakland Park, as established by House Bill 931, 1983 Legislature;

Thence Easterly, along said municipal boundary, to the POINT OF BEGINNING.

Section 2. The areas described in Section 1 shall be deemed a part of the City of Fort Lauderdale on September 15, 2010, pursuant to section 171.062, Florida Statutes, except as provided for in this act.

Section 3. An interlocal agreement shall be developed between the governing bodies of Broward County and the City of Fort Lauderdale and executed prior to the effective date of the annexation of the property described in Section 1. The agreement shall address infrastructure improvement projects and include a financially feasible plan for transitioning county services, buildings, infrastructure, waterways, and employees.

Section 4. Upon annexation into the City of Fort Lauderdale, the area described in Section 1 shall be governed as follows:

(1) The annexed property shall be governed by the relevant land use and zoning provisions of the City of Fort Lauderdale Code of Ordinances.

(2) Any change of the zoning districts or land use designations may be accomplished only by enactment of the vote of the majority of the full governing body of the municipality plus one.

(3) Notwithstanding subsections (1) and (2), any use, building, or structure that is legally in existence at the time an area becomes a part of the City of Fort Lauderdale may not be made a prohibited use by the City of Fort Lauderdale, on the property of such use, for as long as the use continues and is not voluntarily abandoned.

Section 5. After the effective date of this act, no change in land use designation or zoning shall be effective within the limits of the lands subject to annexation in this act until the subject area has been annexed into the City

of Fort Lauderdale and no annexation within the subject area by any other municipality shall occur during the time period between the effective date of this act and the effective date of the annexation.

Section 6. Any resident in the area to be annexed by this act into the City of Fort Lauderdale shall be deemed to have met any residency requirements for candidacy for municipal office.

Section 7. Nothing in this act may be construed to affect or abrogate the rights of parties to any contracts, whether they be between Broward County and a third party or between nongovernmental entities, which contracts are in effect prior to the effective date of the annexation.

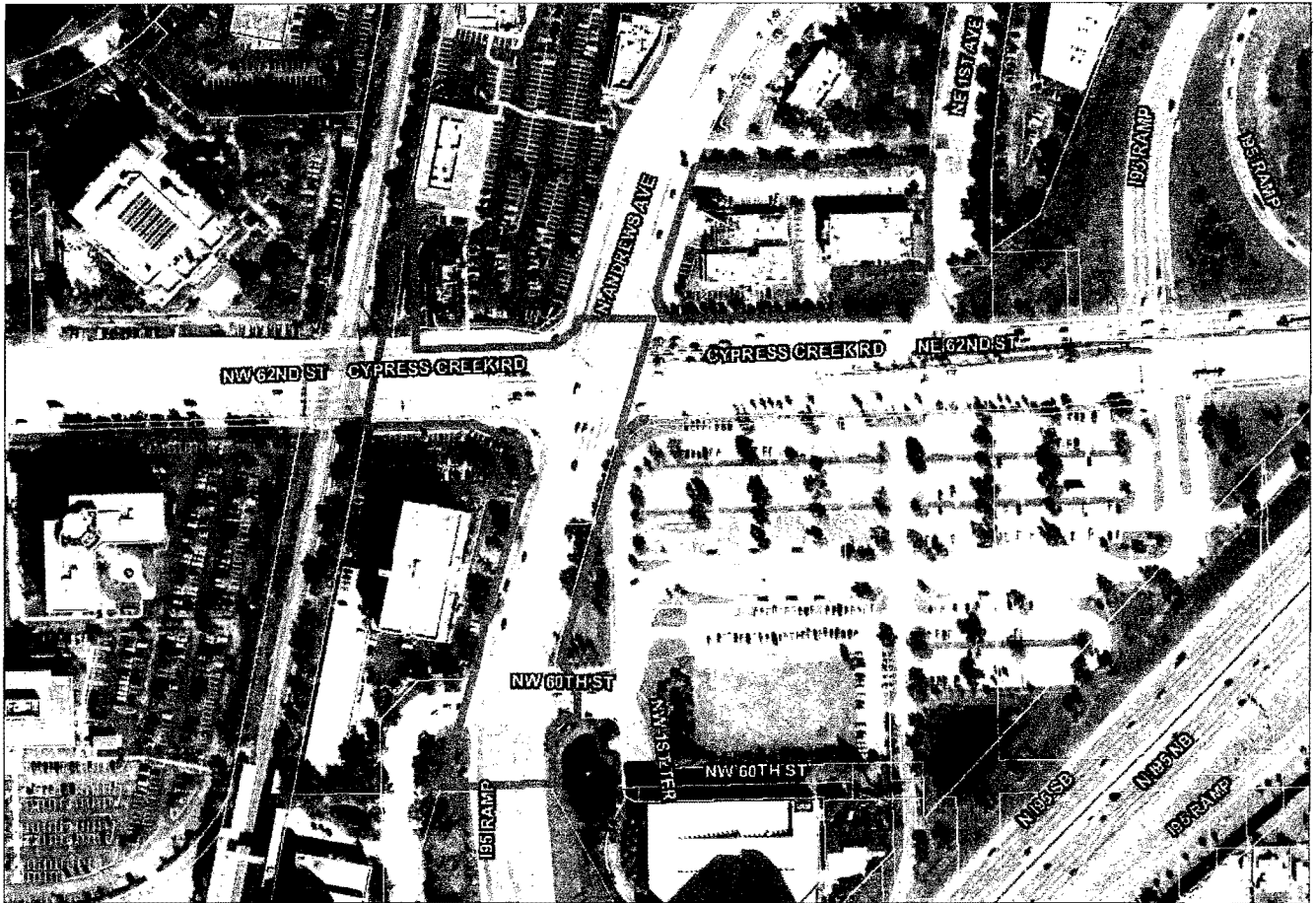
Section 8. All public roads, and the public rights-of-way associated therewith, in the Broward County Road System, lying within the limits of the lands subject to annexation in this act, as described in Section 1, are transferred from the jurisdiction of Broward County to the jurisdiction of the City of Fort Lauderdale, except those portions of Cypress Creek Road (NE/NW 62nd Street) and Andrews Avenue lying within the annexation area, on the effective date of annexation. All rights, title, interests, and responsibilities for any transferred roads, including, but not limited to, the ownership, operation, maintenance, planning, design, and construction of such roads and the rights-of-way associated therewith, shall transfer from the jurisdiction and ownership of Broward County to the jurisdiction and ownership of the City of Fort Lauderdale on the effective date of annexation.

Section 9. This act shall take effect upon becoming a law.

Approved by the Governor May 26, 2010.

Filed in Office Secretary of State May 26, 2010.

EXHIBIT C



CYPRESS CREEK ROAD & ANDREWS AVENUE - 2009 AERIAL PHOTO 1 inch equals 200 feet



s:\department\gis\project\pfd_m\gis\cypress\creek_andrews.pfd\1008/2008.jpg



CYPRESS CREEK ROAD & DIXIE HIGHWAY - 2009 AERIAL PHOTO

1 inch equals 200 feet



s:\department\gis\project\pfd_maps\cypresscreek_dixie.pdf 10/08/2009 jjs