

AGREEMENT

Between

BROWARD COUNTY

and the

CITY OF FORT LAUDERDALE

related to

ANNEXATION OF the RIVERLAND AREA

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the City of Fort Lauderdale, a Florida municipal corporation, hereinafter referred to as "CITY."

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and 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 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 2001-322, Laws of Florida, during the 2001 legislative session which resulted in the portions of the unincorporated area in Broward County described therein (hereinafter sometimes referred to as the "Riverland Area") being annexed into the municipal boundaries of the CITY; and

WHEREAS, annexation of the Riverland Area into the CITY will be effective September 15, 2002; and

WHEREAS, CITY has requested that COUNTY cease to provide municipal services to the Riverland Area upon September 15, 2002; and

WHEREAS, CITY shall be entitled to collect all revenues for the municipal services provided by the CITY to Riverland Area on or after October 1, 2002 except as otherwise provided for in this agreement; and

WHEREAS, it is mutually beneficial to CITY and COUNTY to ensure a smooth transition of the Riverland Area from the 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 5, 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’s City Manager is the CITY Contract Administrator.
- 1.4 **County Contract Administrator** – the Broward County Administrator is the County Contract Administrator.

## ARTICLE 2

### SERVICES AND REVENUE

CITY shall begin to provide municipal services to the Riverland Area, as legally described in **Exhibit A**, on September 15, 2002. The transition of certain services shall be implemented in accordance with the provisions of **Exhibit B**. The COUNTY shall continue to receive all local government revenues generated in or applicable to the Riverland Area from the date of annexation until October 1, 2002, unless otherwise provided for in this Agreement. CITY agrees that all such revenues shall inure to COUNTY. If for any reason, COUNTY’s authority to collect and/or retain such revenues is invalidated by a court of competent jurisdiction, CITY shall pay COUNTY a sum equal to the amount COUNTY would have been entitled as expressed in this Agreement. If COUNTY is required to refund or pay over any such monies to CITY or any person(s), CITY shall pay to COUNTY an amount equal to such payment, including all paid or payable interest if any. Notwithstanding any other provision, the parties’ obligations under this Agreement shall not extend beyond December 31, 2007. If all obligations have not been completed by this date, COUNTY and CITY agree to negotiate in good faith for the completion of such outstanding obligations.

## ARTICLE 3

### GOVERNMENTAL IMMUNITY AND LIABILITY RISK

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party. CITY assumes the risk for any and all loss and liability which results from this Agreement, if any, which are not the fault of COUNTY. COUNTY urges CITY to insure against potential loss and liability through CITY’s insurance carrier as COUNTY does not assume or accept responsibility or liability for CITY by any means, whether insurable or otherwise, when such loss or liability is not the fault of COUNTY.

## ARTICLE 4

### TERMINATION

In the event of breach, this Agreement may be terminated by the aggrieved party, acting by and through its governing body, upon not less than ten (10) days written notice to the other party. Such written notice shall specifically identify the breach. This Agreement may also be terminated by either parties' Contract Administrator upon such notice as such Contract Administrator deems appropriate under the circumstances in the event such Contract Administrator determines that termination is necessary to protect the public health or safety. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 5

### MISCELLANEOUS

#### 5.1 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 CITY shall accept from COUNTY for lawful management, retention, destruction, and/or disclosure any such documents delivered to CITY by COUNTY.

#### 5.2 AUDIT RIGHT 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, Fla. Stat.), 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, the books, records, and accounts shall be retained until completion of the audit; provided, that if audit findings have not been resolved, such books, records, and accounts shall be retained until resolution of the audit findings.

#### 5.3 NONDISCRIMINATION

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II of ADA (regarding nondiscrimination on basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CITY's decisions regarding delivery of services under this Agreement, if any, shall be made in accordance with all applicable Federal, State, and local laws or regulations

and City policies and regulations addressing factors which cannot be lawfully used as a basis for service delivery and shall not engage in or commit any discriminatory practice in violation of such laws, regulations, and policies in performing any services, if any, pursuant to this Agreement.

5.3 INDEPENDENT CONTRACTOR

No partnership, joint venture, or other joint relationship is created hereby. Neither COUNTY nor CITY extends to the other's agent(s) any authority of any kind to bind them in any respect whatsoever.

5.4 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.

5.5 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 acknowledgment 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:

Broward County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

5.6 ASSIGNMENT

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

5.7 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.

5.8 COMPLIANCE WITH LAWS

Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations with respect to its commitments, duties, responsibilities, and obligations pursuant to this Agreement.

5.9 SEVERANCE

In the event a court of law should find any part of this Agreement to be invalid or unenforceable, the remaining terms of the Agreement shall be considered unaffected and enforceable to the fullest extent of the law, provided the parties' original intent is not materially affected by exclusion of an unenforceable or invalid provision. The parties agree that any provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

5.10 JOINT PREPARATION

In interpreting this Agreement, no significance shall be given to the fact that one party may have authored the Agreement; rather, this Agreement shall be construed as a mutually acceptable document fully and fairly negotiated by the parties hereto.

5.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 5 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 5 shall prevail and be given effect.

5.12 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.

5.13 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement

shall be in such state courts. By entering into this Agreement, CITY and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

5.14 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 CITY.

5.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

5.16 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal. Each party hereby represents that the execution, delivery, and performance of this Agreement constitutes their valid and binding obligation.

5.17 RECORDING

Either COUNTY or CITY may, at the sole expense of the party electing to do so, record this Agreement at in the Official Records pursuant to Section 28.222, Florida Statutes, any time after it is fully executed and acknowledged. The party electing to record this Agreement in the Official Records shall notify the other party of the OR Book and Page Number of the recorded Agreement.

5.18 MULTIPLE ORIGINALS

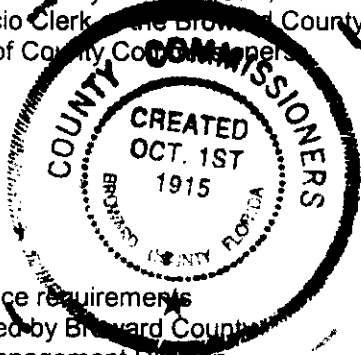
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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 Chair or Vice Chair, authorized to execute same by Board action on the 3<sup>rd</sup> day of December, 2002, and CITY, signing by and through its Mayor and CITY Clerk, duly authorized to execute same.

COUNTY

ATTEST:

R. [Signature]  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners



Insurance requirements  
approved by Broward County  
Risk Management Division

BROWARD COUNTY, by and through  
its Board of County Commissioners

By [Signature]  
V - Chair

3<sup>rd</sup> day of December, 2002

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

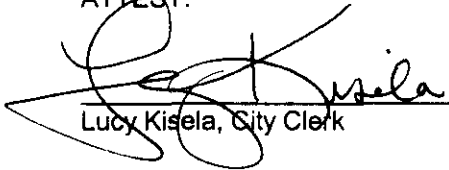
By Mayon. Meister  
(Date)

By [Signature] 11-20-02  
Larry E. Lynas-Johnson (Date)  
Deputy County Attorney

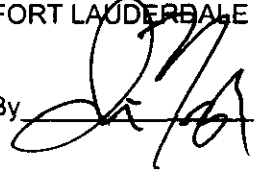
AGREEMENT BETWEEN BROWARD COUNTY AND the CITY OF FORT LAUDERDALE  
RELATED TO ANNEXATION OF the RIVERLAND AREA

CITY

ATTEST:


  
Lucy Kisela, City Clerk

THE CITY OF  
FORT LAUDERDALE

By 

30th day of October, 2002

Approved as to form:

By   
Stuart Miller  
asst. City Attorney

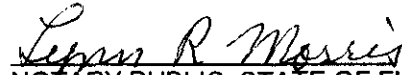
(SEAL)

ACKNOWLEDGMENT FOR CITY

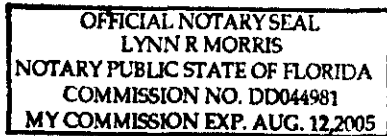
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of October, 2002 by Jim Naugle as Mayor of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires: 8-12-05

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

Lynn R. Morris  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number DD044981

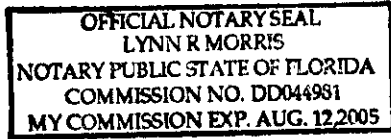


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of October, 2002 by Lynn R. Morris as City Clerk of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires: 8-12-05

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



LYNN R MORRIS  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number DD044981

ACKNOWLEDGMENT FOR COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of Dec 2002 by LENE LIEBERMAN VICE CHAIR Chair of the Broward County Board of County Commissioners, who is personally known to me ~~or who has produced~~ as identification.

My Commission Expires:

Grace Notaro  
Signature of Notary Public

GRACE NOTARO  
(Typed or printed name)



Grace Notaro  
Commission # CC 926012  
Expires April 9, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the Greater Riverland Road Area is as follows:

Portions of lands lying in Section 24 of Township 50 South, Range 41 East, and Sections 17, 18, 19 and 20 of Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

BEGINNING at the Intersection of the Limited Access Right-of-way line of State Road 862 (I-595) Project Section Number 86095-2403 and the centerline of the Right-of-Way for the North New River Canal (260' R/W);

THENCE on the municipal limits of the Town of Davie as described in Ordinance Number 86-27 the following course:

Northerly on the said Limited Access Right-of-way line of State Road 862 (I-595) to the South right-of-way line of Riverland Road, said point being thirty five (35) feet South of the North boundary of said Section 19;

THENCE on the municipal limits of the City of Fort Lauderdale as described in Chapter 69-1057 Laws of Florida the following Ten (10) courses:

1) Easterly along the South right-of-way line of Riverland Road to the Southerly extension of the East right-of-way line of that portion of Southwest 35th Avenue lying in Section 18, Township 50 South, Range 42 East;

2) Northerly along said extension and said East right-of-way line to the South boundary of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northeast one-quarter (NE 1/4) of Section 18, Township 50 South, Range 42 East;

3) Easterly along said South boundary to the East boundary of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 18, Township 50 South, Range 42 East;

4) Northerly along said East boundary to the South right-of-way line of Southwest 14th Street;

5) Easterly along said South right-of-way line to the Northwest corner of Block 13 of the plat of "CHULA VISTA 1st ADDITION" (Plat Book 23, Page 21, Broward County records);

6) Southerly along the West boundary of said Block 13 and along the West boundaries of Block 15 and Lots 3,5,6 and 7 in Block 19 of said "CHULA VISTA 1st ADDITION" to the Southwest corner of said Lot 7;

7) Westerly 25 feet to the West boundary of the canal lying in Blocks 19 and 18 of the plat of "CHULA VISTA 1st ADDITION REVISED" (Plat Book 30, Page 43, Broward County records);

8) Southerly along said West boundary and its extension to the South boundary of said plat;

9) Easterly along said South boundary and along the South boundary of the North one-half (N 1/2) of the South one-half (S 1/2) of Section 17, Township 50 South, Range 42 East to the West boundary of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 17, Township 50 South, Range 42 East;

10) Southerly along said West boundary to the North Bank of South Fork of the New River Canal;

THENCE on the municipal limits of the City of Fort Lauderdale as described in Ordinance Number C-94-52 the following Two (2) courses:

1) Southerly and Westerly, along the said North Bank of the South Fork of the New River Canal, to the intersection with the Northerly extension of the East line of Tract 1, of the "REBECCA COHEN'S SUBDIVISION OF A PART OF GOVERNMENT LOT 1, IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST", according to the plat thereof, as recorded in Plat Book 14, page 21, of the Public Records of Broward County, Florida;

2) Southerly along said Northerly extension and East line of Tract 1 to the intersection

with the South Bank of the South Fork of the New River Canal;

THENCE on the municipal limits of the City of Dania Beach as described in Chapter 96-535 Laws of Florida the following course:

Westerly and Southwesterly along the South Bank of the South Fork of the New River Canal to a point of intersection with the West boundary of Government Lot One in said Section 20;

THENCE on the municipal limits of the City of Fort Lauderdale as described in Ordinance Number C-95-42 the following Three (3) courses:

1) Northerly along the Northerly projection of the East boundary line of "H.V. PLAT" according to the plat thereof, recorded in Plat Book 85, Page 27, of the Public Records of Broward County, Florida, to the intersection with the North Bank of the South Fork of the New River Canal;

2) Westerly and Southwesterly along said North Bank to the most Southerly corner of Lot 17, Block 3, "RIVERLAND MANORS", Plat Book 27, Page 49, of the Public Records of Broward County, Florida;

3) Southerly to the intersection of the South Bank of the North New River Canal with the West Bank of said South Fork of the New River Canal;

THENCE on the municipal limits of the Town of Davie as described in Chapter 84-420 Laws of Florida the following course:

Westerly along the South Bank of the North New River Canal to a point 976 feet Easterly from, as measured at right angles to, the West line of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East;

THENCE on the municipal limits of the Town of Davie as described in Chapter 86-360 Laws of Florida the following Two (2) courses:

1) Westerly along the South Bank of the North New River Canal to a point 750 feet East of, as measured at right angles to, the West line of

## EXHIBIT B

### OBLIGATIONS OF CITY AND COUNTY

1. Transition of Certain Services to CITY - Except as otherwise provided in this Agreement, the transition of the following services shall be in accord with the provisions of this Exhibit B:
  - Building Code Services
  - Zoning Code Services
  - Planning, Zoning and Development Review
  - Engineering /Right-of-Way Management
  - Street Maintenance
  - Waterway Management and Maintenance
  - Community Development
  - Neighborhood Parks
  - School Guards
  - Law Enforcement
  - Fire Rescue
  - Street Lighting
  - Garbage and Trash Collection
  
2. Records – Except as otherwise provided in this Agreement, records for the Riverland Area, including but not limited to building, zoning, engineering permits, and fire inspection records will be transferred to the CITY commencing September 15, 2002, and proceed continuously thereafter, pursuant to a mutually agreeable schedule or until records in the annexation area are transferred to the City.
  
3. Building, Zoning, Planning and Development, and Engineering Services - Except as otherwise provided in this Agreement, any building, zoning, planning and development, or engineering permit application filed prior to September 15, 2002 shall be issued, inspected and finalized by COUNTY, as well as all applications for permits or variances filed after September 15, 2002 that are associated with a permit application or master permit filed or issued prior to September 15, 2002. Except as otherwise provided herein, any building, zoning, planning and development, or engineering application permit filed on or after September 15, 2002 shall be issued, inspected and finalized by CITY.

On September 15, 2002, COUNTY agrees to hold in abeyance all building, zoning or other code enforcement actions that have not been issued an order by the court, except for those code enforcement actions that are associated with a permit application or master permit filed or issued prior to September 15, 2002. If a code enforcement action has not been abated as provided herein, County shall continue with enforcement of the matter. County's records of all actions that are abated as provided herein shall be forwarded to the CITY for further enforcement action.

COUNTY shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by September 15, 2002. 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 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 and the County's Zoning Code within the annexed area until CITY adopts an ordinance changing such land use designation and such zoning code. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the Land Use and zoning designations.

4. Engineering and Right-of-Way Management – COUNTY and CITY agree that the jurisdiction and responsibility for public roads and title to the right-of-way for public roads within the area described in Exhibit "A" entitled "Legal Description", hereinafter referred to as "transferred roads", shall transfer from the COUNTY to the CITY effective September 15, 2002. CITY and COUNTY agree and acknowledge that all legal rights, title, interest, and responsibilities, including but not limited to, the planning, design, construction, improvement, and maintenance of the transferred roads are relinquished by COUNTY and accepted by CITY effective September 15, 2002, except as hereinafter provided.

Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period. COUNTY shall continue to monitor outstanding engineering permits for compliance through the warranty maintenance period until final acceptance by COUNTY. After acceptance, COUNTY shall notify CITY that COUNTY will close its files and it shall be the CITY's responsibility to ensure compliance.

COUNTY shall provide all permitting and inspection services within the right-of-way based on COUNTY standards for the infrastructure improvement projects as specifically identified in Section 15. CITY shall be notified of all right-of-way improvements associated with the infrastructure improvement projects as provided in Section 15. CITY may jointly inspect the infrastructure improvements at its own expense. CITY shall direct any related findings or issues to the COUNTY's Office of Environmental Services and not the COUNTY's contractor.

The portion of realigned Riverland Road, including the associated retention areas, from SR 7 to the connection with the previously existing Riverland Road, constructed by the Florida Department of Transportation (FDOT), is owned and maintained by FDOT. COUNTY claims no jurisdiction, ownership or responsibility, including maintenance, for this portion of realigned Riverland Road, including the associated retention areas. Any transfer of jurisdiction, ownership, responsibility or maintenance for this realigned road and the associated retention areas would require a separate mutual Agreement between the FDOT and CITY. Should it be subsequently determined by a legal action or pertinent document that Broward County has or had jurisdiction, ownership or responsibility, including maintaining of retention areas, it shall be the intention of this agreement to serve as the mutual agreement to simultaneously transfer such jurisdiction, ownership or responsibility, including maintenance from the COUNTY to CITY.

5. Street Maintenance – CITY hereby irrevocably accepts responsibility for maintenance of the transferred roads as described in Section 4, including but not limited to street lighting and irrigation. However, COUNTY shall complete the resurfacing of that portion of 27<sup>th</sup> Avenue south of Riverland Road. The rights-of-way in the Riverland Area shall be included within the traffic engineering agreement between the COUNTY and CITY with regard to traffic control devices.
6. Waterway Management and Maintenance – COUNTY shall provide CITY with listing of COUNTY owned ditches, swales, canals, and storm sewers prior to January 1,

the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East;

2) South along said parallel line to the South right-of-way line of the North New River Canal;

THENCE on the municipal limits of the City of Hacienda Village as described in Ordinance Number 83-112 the following course:

Westerly along the South right-of-way line of the North New River Canal to the West line of the East 17.50 feet of the West 750.00 feet of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East;

THENCE on the municipal limits of the Town of Davie as described in Ordinance Number 84-57 the following course:

Westerly along the South right-of-way line of the North New River Canal to the West line of the East 432.50 feet of the West 732.50 feet of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East;

THENCE on the municipal limits of the Town of Davie as described in Chapter 84-420 Laws of Florida the following three (3) courses:

1) Westerly to the intersection of the South Bank of the North New River Canal with the West line of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East;

2) Northerly along said West line of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East, to the intersection with the centerline of the North New River Canal;

3) Westerly along said centerline of the North New River Canal to the intersection with the Limited Access Right-of-Way Line of State Road 862 (I-595) Project Section Number 86095-2403, said point being the POINT OF BEGINNING.

2005. CITY agrees to accept conveyance and ownership of all ditches, swales, canals, and storm sewers owned by COUNTY which shall irrevocably and unconditionally become owned by CITY on the date COUNTY advises CITY of the existence of such ditch, swale, canal or storm sewers. All storm sewers and associated storm water outfalls serving roads that are transferred to CITY as part of the annexation shall be owned by CITY. Storm sewers and the associated outfalls that primarily serve roads that will remain COUNTY's responsibility shall remain the responsibility of COUNTY.

Upon September 15, 2002, the Lauderdale Isles Waterway Management District will continue to exist pursuant to the provisions of the Water Resources Act, Chapter 61-1969, Laws of Florida, Special Acts of 1961, as amended by Chapter 63-1168, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-1337, Laws of Florida, Special Acts of 1965. All revenues collected on behalf of the Association on or after September 15, 2002 shall be remitted to the CITY to be held on behalf of the District.

CITY and COUNTY shall jointly submit a bill to the Florida Legislature amending Chapter 2001-322, Laws of Florida, to provide for the transfer of the administration of the Lauderdale Isles Waterway Management District to CITY.

7. Garbage Collection - COUNTY shall continue to provide waste collection and recycling services until December 31, 2002. COUNTY shall retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through December 31, 2002. COUNTY will have collected the special assessments for these services, thus the transition of services shall be effective on January 1, 2003, to the extent provided by Florida Statute.
8. Community Development Block Grant and HOME Grant Programs - COUNTY shall complete capital projects that have been budgeted, unless COUNTY and CITY agree in writing to complete the budgeted projects in another method. Further, until such time that the U.S. Department of Housing & Urban Development (HUD) recognizes the population of the Riverland Area as part of the City of Fort Lauderdale and this recognition is reflected in CITY's annual CDBG and HOME entitlement distribution, COUNTY shall permit the CITY, or eligible organizations when supported by the CITY, to make application for and receive a pro rata allotment of CDBG and HOME funds, based on the population of the Riverland Area, which COUNTY is qualified to receive from the U.S. Department of Housing and Urban Development (HUD). The CITY shall advise the U.S. Census Bureau in writing prior to December 31, 2002, that the annexation is effective September 15, 2002 and request certification of the annexed area as part of the City of Fort Lauderdale be forwarded to HUD to facilitate the adjustment of the City's annual CDBG and HOME entitlement amounts. Once HUD adjusts the annual entitlement amounts, the terms of this paragraph shall become null and void.
9. Neighborhood Parks - Title to Riverland Woods Park and the COUNTY-owned personal property in such park shall be transferred to CITY on September 15, 2002, however, COUNTY will continue to administer the development of the Riverland Woods Park, including the following amenities: boat launch ramp with access road, path system, a playground, a drinking fountain, a picnic area, and landscaping. The development of amenities other than those listed above or CITY revisions to the current project scope or design, if any, will be at the expense of CITY. The land for the park must be used in perpetuity for public park purposes which restriction shall be included in the deeds or other instruments of conveyance as determined by COUNTY.



10. School Guards - COUNTY shall cease providing school guard services in the annexed area on September 15, 2002.
11. Law Enforcement – CITY hereby accepts responsibility for law enforcement upon September 15, 2002.

COUNTY agrees to encourage the Broward Sheriff's Office to cooperate in the sharing of criminal activity information with the Fort Lauderdale Police Department. It is recognized that over the years the Broward Sheriff's Office has accumulated a significant amount of intelligence and criminal information regarding this geographic area. It is in the best interest of the community that this information be shared with the Fort Lauderdale Police Department. In order to facilitate a seamless and uninterrupted transition of police services COUNTY and CITY desire that the following shall occur between the CITY and the Broward Sheriff's Office:

- 1) Sharing of information regarding known offenders
  - 2) Sharing of information regarding specific locations and suspects known for narcotics, prostitution and/or other repeat felonious activity
  - 3) Sharing of all open and unsolved felony criminal cases
  - 4) Sharing of intelligence and investigative information
  - 5) Sharing of recent crime trend reports
12. Fire Rescue – COUNTY shall cease providing fire rescue service in the annexed area on September 15, 2002. CITY hereby accepts responsibility for fire rescue service upon September 15, 2002.
  13. Allocation of Revenues - CITY shall coordinate the notification and filing for the necessary steps to ensure that all municipal and State revenue sources are transitioned to CITY on October 1, 2002. The COUNTY shall make provisions for per capita revenue sharing payments to the CITY on behalf of the Riverland Area until that point in time at which all State of Florida revenue sharing resources, based on population formulas, which recognize the population of the Riverland Area as part of the City of Fort Lauderdale and that recognition is reflected in CITY's annual share of State revenues.
  14. Street Lighting – City hereby accepts assignment of and shall be responsible for any contracts COUNTY has with the Florida Power and Light Company or other entity for the maintenance and operation of existing street lights and the installation of new street lights within the annexed area as of September 15, 2002. City agrees to provide written notification of its responsibility for street lighting to Florida Power and Light Company and/or any other entity entitled to notice of such assignment.
  15. Infrastructure Improvement Program - COUNTY shall administer the Riverland Area Neighborhood Improvement Project, hereinafter referred to as "RVNIP", defined as follows:
    - A. The RVNIP boundaries are: Southwest 31st Avenue, Southwest 35th Avenue, Riverland Road, and Southwest 14th Street. The RVNIP includes 230 acres, 3,175 residents, 905 homes, and 905 septic tanks. The planned improvements for the area include 11 miles of roadways, 5 miles of sidewalk, and 16 miles of pipeline and is split into 3 construction packages. Neighborhoods include Riverland Village and the Chula Vista Outfall Canal.

- 1) Chula Vista Outfall Canal
    - i. This project provided the installation of a seawall to armor the banks of the Chula Vista Canal to prevent erosion once additional storm water was routed from Riverland Village.
    - ii. Bid Package 1 - Construction is complete and final payment made.
  - 2) Riverland Village
    - i. This neighborhood is split into two construction packages which will provide upgrades to the sanitary sewer collection system, potable water distribution system, storm water drainage, roadway, sidewalk, and landscaping improvements in the swale areas.
    - ii. Bid Package 2 North - Lanzo Construction was awarded the project on February 6, 2001 and is proceeding on schedule.
    - iii. Bid Package 3 South - This project is currently scheduled to begin construction in 2003.
- B. COUNTY shall provide funding and administer projects within the Infrastructure Improvement Project boundaries until completion. Each project shall be complete upon the COUNTY's issuance of the Final Certificate of Payment.
  - C. The projects are estimated to cost \$24.5 million (including improvements to CITY water system funded by the CITY per the existing interlocal agreement). This interlocal agreement does not impact the previous interlocal agreement regarding water improvements in the Riverland Area neighborhood.
  - D. COUNTY and CITY agree to take whatever steps are necessary to ensure a coordinated capital improvements approach with planned COUNTY water and wastewater improvement projects. It is anticipated that the Broward County Office of Environmental Services (BCOES) will implement both the Utility and non-Utility funded projects simultaneously. BCOES shall submit design plans for each bid package to CITY staff at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) review stages and shall allow CITY staff thirty (30) days from such submission of the design plans to offer suggestions. BCOES shall be the final authority concerning acceptance or rejection of any suggestions. No suggestions shall be accepted after designs are complete.
  - E. To ensure the smooth implementation of infrastructure improvement projects, COUNTY shall be responsible for right-of-way permitting and inspections services and for permitting and inspection of utility connections on private property in accordance with COUNTY standards for the purposes of implementing the infrastructure projects listed in this Section 15. All permit fees or other fees relating to the infrastructure improvements projects will be paid to COUNTY.
  - F. To ensure the smooth transition of infrastructure maintenance, upon completion of the Project, COUNTY shall provide record drawings, certified by the Engineer of record, to CITY. The COUNTY's goal is to complete all infrastructure improvement projects for the Riverland Area neighborhood on or about December 31, 2006.
  - G. COUNTY will pay to CITY \$700,000 on October 1, 2002 and CITY shall spend

**this amount on road restoration, road resurfacing, sidewalks and landscaping after the CITY installs sewers outside the Riverland Village Neighborhood Improvement Program (RVNIP) boundaries, but within the annexed area. CITY shall install sewers in the unsewered portions of the neighborhoods not included in the RVNIP and shall not charge property owners a connection fee or special assessment.**