



Environmental Protection and Growth Management Department  
**HOUSING FINANCE AND COMMUNITY DEVELOPMENT DIVISION**  
110 NE 3<sup>rd</sup> Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8228

June 26, 2014

Mr. Alfred Battle, Jr.  
CRA Director  
City of Fort Lauderdale  
914 NW 6<sup>th</sup> Street, Suite 200  
Fort Lauderdale, Florida 33311

Dear Mr. <sup>al</sup>Battle:

**SUBJECT: Executed Originals-Fort Lauderdale-Broward Redevelopment Program (BRP)**

Attached is the executed original Interlocal Agreement (ILA), as recorded on June 20, 2014, in an amount not to exceed \$1,500,000 for the reconstruction of a portion of the roadway (NE 13<sup>th</sup> Street) and installation of sidewalks, parallel parking and other improvements in accordance with Broward County's Complete Streets Program Guidelines.

Similarly, another executed original ILA will be sent to Lee Feldman for the City. Electronic copies will be sent to you, Mr. Feldman, the City Clerk and the City Attorney.

If you have any questions or comments, please call me at (954) 357-6679 or email at [gamoruso@broward.org](mailto:gamoruso@broward.org).

Best Regards,

A handwritten signature in blue ink, appearing to read "Glenn Amoruso".

Glenn Amoruso,  
Principal Planner, Housing Finance and Community Development Division

Attachments (1)

Cc w/o attachments:

Ralph Stone, Director, Housing Finance and Community Development Division  
Cynthia Everett, City/CRA Attorney  
Lee Feldman, City Manager, City of Fort Lauderdale  
Jonda Joseph, City Clerk

Return recorded document to:  
Broward County Housing Finance and  
Community Development Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale Florida, 33301

Document prepared by:  
Nancy Rubin, Assistant County Attorney  
Broward County Attorney's Office  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida (the "CITY") and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, or its successor (the "CRA"), hereinafter the CITY and the CRA shall collectively be referred to as "CITY/CRA."

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

WHEREAS, the Board of County Commissioners of Broward County, Florida, hereinafter referred to as "Board," on April 23, 2013, approved the Broward Redevelopment Program as Agenda Item #34, for the public purpose of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, no Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the COUNTY's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code; and

WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

Approved BCC 6/10/14, #69  
Submitted By Housing Finance  
RETURN TO DOCUMENT CONTROL

5-6-14  
CR-5  
14-0515

17

Return recorded document to:  
Broward County Housing Finance and  
Community Development Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale Florida, 33301

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

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WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

5-6-14  
CR-5  
14-0575

WHEREAS, projects that are eligible to apply for Broward Redevelopment Program funding include public improvements; and

WHEREAS, the CITY/CRA submitted an application for funding for a project under the Broward Redevelopment Program for Fiscal Year 2013, and said project was reviewed and recommended for approval to the Board; and

WHEREAS, the Project is for a public improvement within the CITY and the CRA boundaries involving the reconstruction of the roadway and installation of sidewalks, parallel parking, and other improvements in accordance with Broward County's Complete Street Program Guidelines, for a total funding amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), hereinafter referred to as the "Project"; and

WHEREAS, the Board approved the Project on November 12, 2013, as part of Agenda Item #42; and

WHEREAS, the CITY/CRA, and the COUNTY hereby agree that the Project, during the term of this Agreement and any amendments thereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program; and

WHEREAS, the Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living, and working environment; and

WHEREAS, the CITY/CRA, as part of the application, have submitted that a minimum of thirty-five (35) new permanent jobs will be created as a result of this Project; and

WHEREAS, the parties desire to enter into an agreement to delineate their areas of responsibility with respect to the Project and funding, hereinafter referred to as "Agreement,"

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the COUNTY, the CITY/CRA, agree as follows:

## **ARTICLE 1 - DEFINITIONS**

For the purpose of this Agreement, the following definitions apply unless the context in which the word or phrase is used clearly indicates a different meaning:

- 1.1 Application shall mean the application for funding for the Project under the Broward

Redevelopment Program that was submitted to the COUNTY by the CITY/CRA. The terms, conditions, certifications, requirements, and statements contained within the application are specifically incorporated into this Agreement as obligations of the CITY/CRA. The Application is kept on file in the office the Director, Broward County Environmental Protection and Growth Management Department.

1.2 County Administrator shall mean the administrative head of Broward County appointed by the Board of County Commissioners.

1.3 Economic development shall mean a project or activity that creates an identified number of new permanent jobs as detailed in the application for funding under the Broward Redevelopment Program.

1.4 Public improvements shall mean improvements which further redevelopment including:

Utility improvements (upsizing to accommodate development or redevelopment);  
Transportation improvements (roadways, turn lanes, crosswalks, etc.);  
Construction or expansion of public parking;  
Streetscaping to facilitate access to businesses, employment, and transit; and  
Landscaping and irrigation associated with the utility, transportation, public parking, or streetscaping improvement, not to exceed twenty percent (20%) of the cost of the improvement.

1.5 Redevelopment shall mean projects which address public purposes of removing blighting conditions and facilitating economic development opportunities and job creation, which public purposes have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

## ARTICLE 2 - SCOPE/PROJECT

2.1 The Project is located on NE 13<sup>th</sup> Street, between NE 4<sup>th</sup> Avenue and NE 9<sup>th</sup> Avenue, a distance of approximately .35 miles, in Fort Lauderdale, Florida, within the Central City Community Redevelopment Area boundaries as described in Exhibit "A".

2.2 The CITY/CRA and the COUNTY hereby agree that the Project was approved by the COUNTY as follows:

The Project is located in the right-of-way of the CITY and shall consist of roadway redesign, new wide sidewalks, on-street parking, bike lanes, bike racks, pedestrian level lighting, new tree canopy, bio swales, and ADA-accessible improvements. The intent of the Project is to replace aging public infrastructure along this business corridor, to improve safety, lower transportation costs, promote economic development, foster a green environment, and create a safe thoroughfare to provide safe access for all users.

2.3 The CITY/CRA hereby agree to comply with all the terms, requirements, and conditions of this Agreement.

2.4 No Broward Redevelopment Program funds shall be used to clean up or remediate a contaminated site.

2.5 The CITY/CRA are responsible for implementing and conforming to the terms and conditions of this Agreement. The CITY/CRA shall provide to the COUNTY advance notice of all public meetings related to the Project. The CITY/CRA shall keep the COUNTY informed throughout the planning, design, and construction of the Project.

2.6 The CITY/CRA shall establish and maintain a separate account for funds received from the COUNTY pursuant to the Broward Redevelopment Program. All funds received from the COUNTY pursuant to this Agreement shall be deposited into the redevelopment trust fund established on April 3, 2012, by the CITY, as Ordinance No. C-12-06, for the CRA.

### **ARTICLE 3 - TERM OF AGREEMENT**

3.1 The effective date of this Agreement shall be the date of the last signature of the parties to the Agreement.

3.2 The termination date of this Agreement shall be October 31, 2017.

### **ARTICLE 4 - PAYMENTS/OBLIGATIONS**

4.1 The total maximum financial grant of the COUNTY for the Project shall not exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00). Landscaping and irrigation costs associated with the Project shall not exceed twenty percent (20%) of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) or the actual cost of the landscaping and irrigation, whichever is less.

4.2 No COUNTY disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by the CITY/CRA to the COUNTY of an executed construction contract, approved plans to commence the Project, and all required development and permit approvals to commence construction of the Project.

Upon approval by the COUNTY of the construction contract, approved plans to commence the Project, and all required development and permit approvals for the Project, a disbursement in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), shall be made to the CITY/CRA.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years from the effective date of this Agreement. Completion will be deemed to have occurred when the CITY/CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY/CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY/CRA for completion of the Project, in the minimum amount of the initial disbursement of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), and in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00). Upon satisfactory review and approval of all required documentation from the CITY/CRA, the COUNTY shall pay the CITY/CRA an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00), the balance on the total contract amount after the initial disbursement.

- c. The CITY/CRA agrees that any COUNTY funds disbursed to the CITY/CRA for the Project shall be returned to the COUNTY if the Project is not completed and operational within three (3) years from the effective date of this Agreement.

4.3 At a minimum, documentation required for the COUNTY's payment shall include:

- a. A signed letter from the Mayor or City Manager certifying completion of the milestone;
- b. As applicable, all contracts entered into in connection with the Project, detailing the scope of work and Project costs;
- c. For the second milestone, itemized actual costs with copies of supporting invoices; and
- d. For the second milestone, evidence of payment of Project costs by the CITY/CRA, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to the COUNTY's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to the COUNTY. The COUNTY may require that the CITY/CRA furnish such additional materials and information as the COUNTY believes relevant to support the request for payment. Funds

shall be processed for disbursement within thirty (30) days of completion of the COUNTY's review and approval of the complete documentation.

## **ARTICLE 5 - REPORTING REQUIREMENTS**

In addition to the reporting requirements listed in Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, the CITY shall submit to the COUNTY on the anniversary date of the effective date of this Agreement, a detailed report of the progress made in carrying out the Project. Additionally, a status report for the Project, including the updated project development schedule, along with progress reports on benchmarks, including number of jobs created and maintained, and project costs and expenditures in a format acceptable to the COUNTY, shall be delivered to the COUNTY every six (6) months after the effective date herein. The activity report in the format provided in the Application for the Broward Redevelopment Program funding must include both expenditures for the current fiscal year and cumulative financial information for the Project. The annual report shall include the approved Project Development Schedule for the Project and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the annual report shall include time frames, benchmarks, and milestones, including, but not limited to, accounting of the COUNTY's funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, job creation, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. The report shall contain sufficient information for the COUNTY to determine if the Project conforms to this Agreement and the Broward Redevelopment Program.

## **ARTICLE 6 - TERMINATION**

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If the COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, the CITY/CRA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the



CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY/CRA provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, the CITY/CRA shall return all sums paid by the COUNTY under the Agreement through the termination date specified in the written notice of termination.

6.4 In the event this Agreement is terminated for convenience, the CITY/CRA shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by the CITY/CRA. The CITY/CRA acknowledges that they have received good, valuable, and sufficient consideration from the COUNTY, the receipt and adequacy of which is hereby acknowledged by the CITY/CRA, for the COUNTY's right to terminate this Agreement for convenience.

#### **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

7.1 The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge 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 the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.2 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The CITY/CRA are political subdivisions, as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.3 The CITY/CRA are entities subject to Section 768.28, Florida Statutes, and shall furnish the COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

7.4 The COUNTY shall have the right to audit the books, records, and accounts of the CITY/CRA, and its subcontractors that are related to this Project. The CITY/CRA, and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and

accounts of the CITY/CRA, and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the CITY/CRA, or its subcontractors, as applicable, shall make same available at no cost to the COUNTY in written form.

The CITY/CRA, and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the COUNTY, 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. If the Florida Public Records Act is determined by the COUNTY to be applicable to the CITY/CRA, and its subcontractors' records, the CITY/CRA, and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the CITY/CRA, or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry. The CITY/CRA shall ensure that the requirements of this Section 7.4 are included in all agreements with its subcontractors.

7.5 This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matter 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 or incorporated into 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 change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

7.6 The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

7.7 If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event

shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.8 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR THE COUNTY: Director, Environmental Protection and Growth  
Management Department  
Suite 329B, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to: Broward County Attorney's Office  
Suite 423, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

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

With a copy to: City Clerk  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CRA: Fort Lauderdale  
Community Redevelopment Agency  
914 NW 6<sup>th</sup> Street  
Suite 200  
Fort Lauderdale, Florida 33311

7.9 The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 with the same formality and of equal dignity herewith or other delegated authority to or otherwise authorized to execute same on their behalf.

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

7.11 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

7.12 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CITY/CRA, or the COUNTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after notice of the court's final determination. For the purposes of this section, final shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the parties agree to cooperate fully with each other to effectuate a smooth transition of services.

7.13 The COUNTY and the CITY/CRA are each an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of said party. In providing such services, neither the CITY/CRA, nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. The COUNTY does not extend to the CITY/CRA, or its agents any authority of any kind to bind the COUNTY in any respect whatsoever.

7.14 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE CITY/CRA, AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.15 The truth and accuracy of each "Whereas" clause set forth above are acknowledged by the parties and each clause is hereby incorporated into this Agreement.

7.16 This Agreement shall be recorded in the Public Records of Broward County, by Broward County in accordance with the Florida Interlocal Cooperation Act of 1969.

7.17 Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

7.18 Neither the CITY/CRA, nor the COUNTY intends that any person shall have a cause of action against either of them as a third party beneficiary under 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.

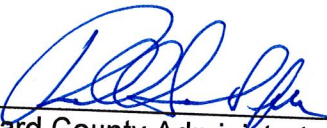
7.19 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10<sup>th</sup> day of June, 2014 and the CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same and the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY


ATTEST:

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




Insurance requirements  
approved by Broward County  
Risk Management Division

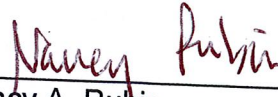
BROWARD COUNTY, by and through  
its Board of County Commissioners


By   
\_\_\_\_\_  
Mayor

10<sup>th</sup> day of June, 2014

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

By:   
\_\_\_\_\_  
Signature (Date) 5/22/14  
Risk Management Division  
Jacqueline A. Binns  
Risk Insurance and  
Print Name and Title above  
Contracts Manager

By:   
\_\_\_\_\_  
Signature (Date) 5/23/14  
Nancy A. Rubin  
Assistant County Attorney

By:   
\_\_\_\_\_  
Signature (Date) 5/23/14  
Maite Azcoitia  
Deputy County Attorney

NAR/gmb  
05/1/14  
#14-049  
FortLauderdaleCityCRAILA - Public Improvement.a01

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, FORT LAUDERDALE AND  
FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

CITY OF FORT LAUDERDALE

ATTEST:

Jonda K. Joseph  
City Clerk

CITY OF FORT LAUDERDALE, through its

By [Signature]  
Mayor

20<sup>th</sup> day of May, 2014

By: [Signature]  
City Manager

Approved as to form: \_\_\_\_\_

By [Signature]  
Asst. City Attorney

14 day of May, 2014

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF CITY OF FORT LAUDERDALE AND FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY

By: [Signature] Chair

By: [Signature] Executive Director

ATTEST:  
[Signature]  
CRA Clerk

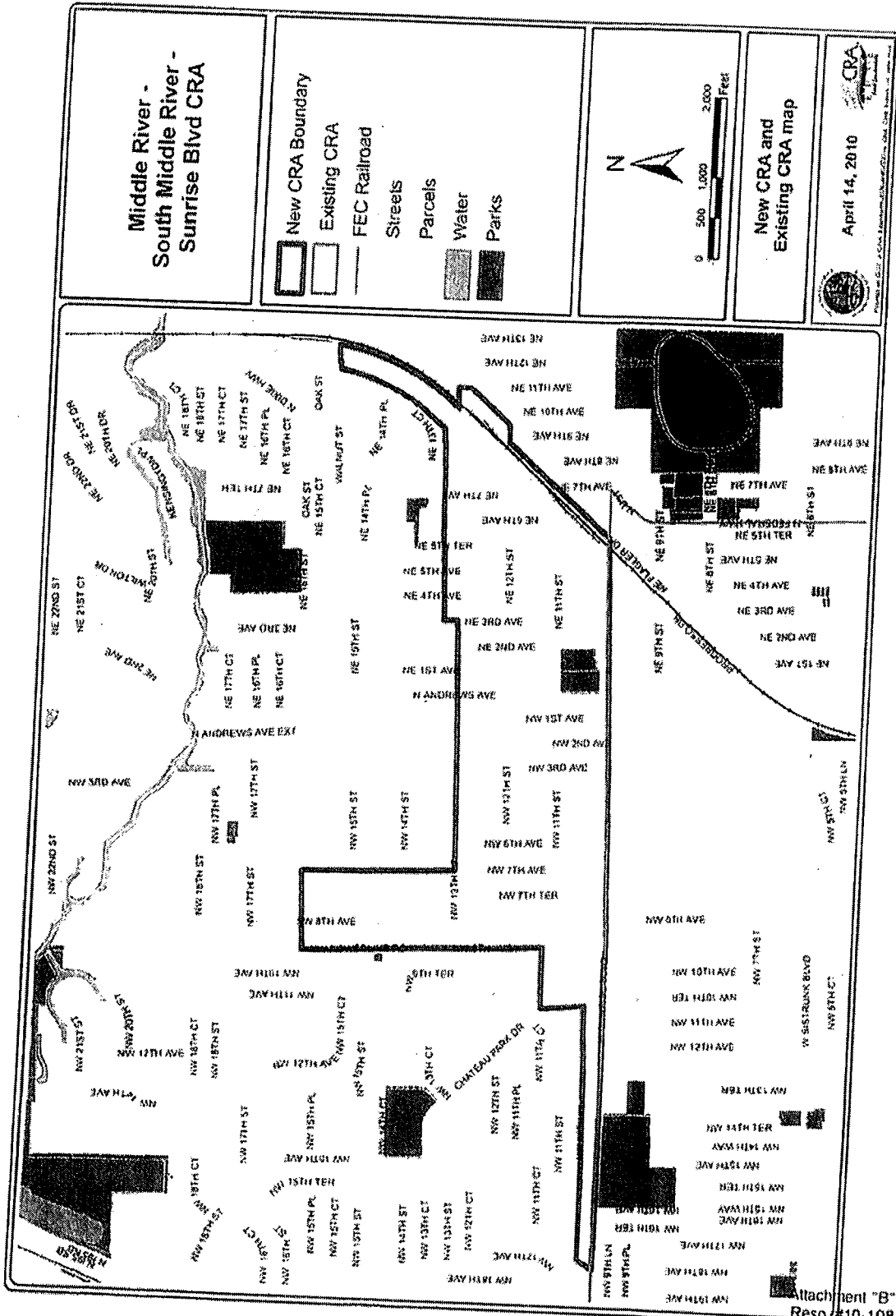
22nd day of May, 2014

Approved as to form:

[Signature]  
Asst. CRA Attorney



# EXHIBIT A



Attachment "B"  
 Reso #10-108  
 Page 9 of 9  
 BRP App. 7/2013

EXHIBIT A

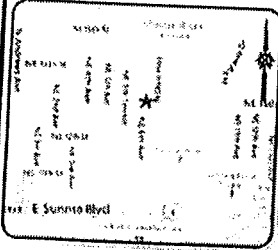
TELEPHONE NO. 561-314-0769

FAX NO. 561-314-0770

**EXACTA**  
COMMERCIAL LAND SURVEYORS  
L.B. 7651

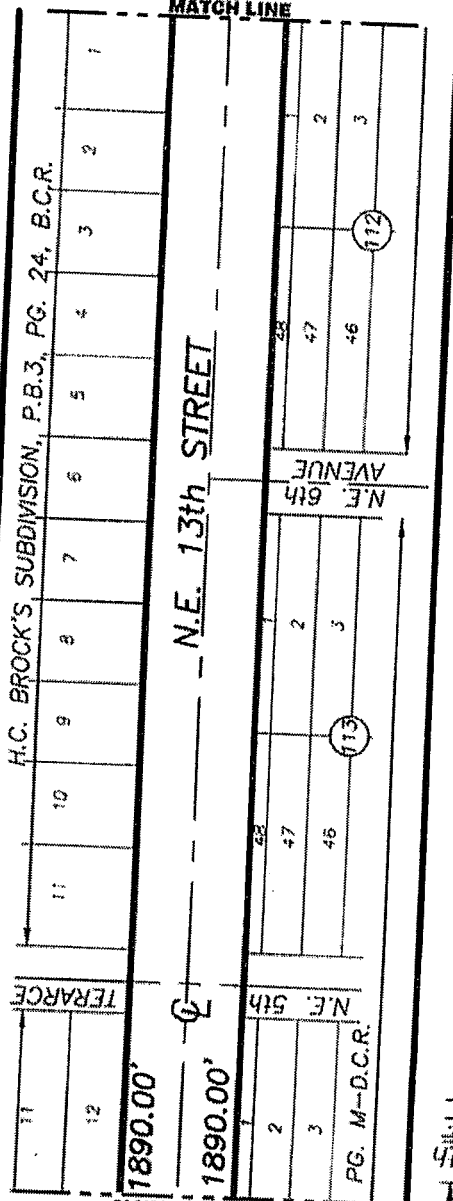
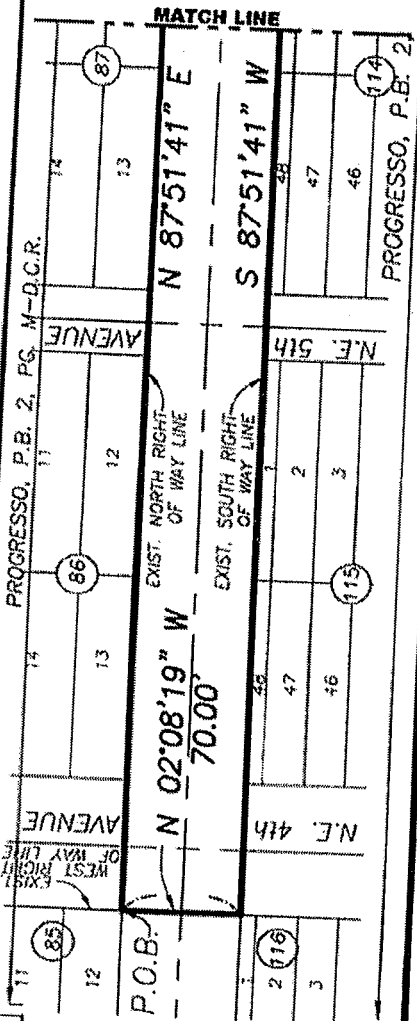
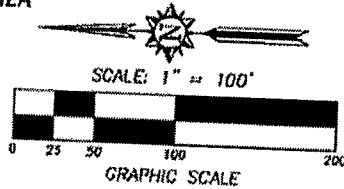
3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL 33414

SKETCH OF DESCRIPTION OF:  
**A PORTION OF NE 13th STREET IN SECTIONS 34 AND 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST**  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
NE 13th STREET COMPLETE STREET PROJECT AREA

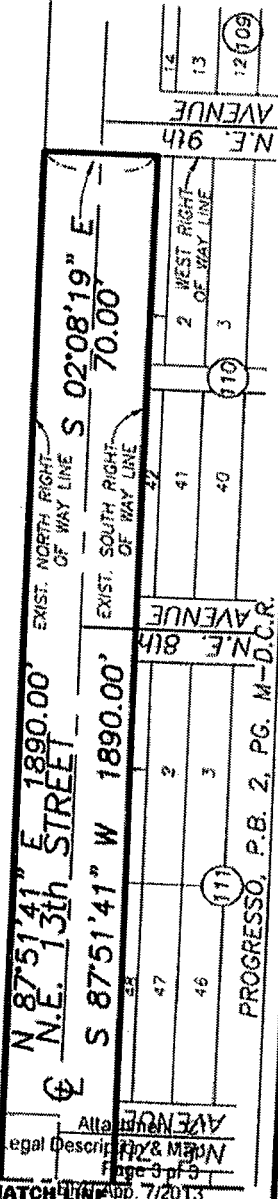


LOCATION MAP  
1/10" TO SCALE

- LEGEND:
- M-D.C.B. MIAMI-DADE COUNTY RECORDS
  - B.C.R. BROWARD COUNTY RECORDS
  - P.B. PLAT BOOK
  - P.G. PAGE
  - C CENTERLINE
  - P.O.B. POINT OF BEGINNING
  - EXIST. EXISTING



PORTION OF SECTION 35, TOWNSHIP 49, RANGE 42 EAST



SKETCH NO. FL1307-0152

NOTE: SEE SHEETS 1-2 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREIN.

SHEET 2 OF 2

Legal Description: NE 13th Street, Sections 34 & 35, Township 49 South, Range 42 East, City of Fort Lauderdale, Broward County, Florida. Date: 7/20/13

