

**AGREEMENT**

**Between**

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**BROWARD COUNTY**

**and**

**CITY OF FORT LAUDERDALE**

**to**

**IMPLEMENT ANNEXATION OF**

**TWIN LAKES NORTH**

**INTO THE CITY**

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**CITY OF FORT LAUDERDALE**

**to**

**IMPLEMENT ANNEXATION OF TWIN LAKES NORTH INTO THE CITY**

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

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**AND**

**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 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 with the Clerk of the Broward County Board of County Commissioners as provided by Section 163.01(11); and

WHEREAS, the purpose and intent of this Agreement is to transition and ultimately transfer and remove from **COUNTY** to **CITY** the performance of traditional municipal services except as otherwise provided herein; and

WHEREAS, the State of Florida enacted Chapter 2004-442 Laws of Florida (2004), which provides for the annexation of certain portions of the unincorporated area in Broward County known as the Twin Lakes North Area into the municipal boundaries of the **CITY**, more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, CITY shall be entitled to receive and collect all revenues for municipal services provided by CITY to the Twin Lakes North Area and/or as a result of said lands becoming annexed into CITY unless otherwise provided for in this Agreement; and COUNTY shall convey to CITY any such funds received or collected by COUNTY; and

WHEREAS, COUNTY acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and improvements, to CITY as contemplated in this Agreement are directly related to and generated by the annexation of the lands described herein and that no compensation is required to be paid by CITY; and

WHEREAS, it is mutually beneficial to CITY and COUNTY to ensure a smooth transition of the Twin Lakes North Area from the COUNTY to the CITY; and

~~WHEREAS, this Agreement is being proposed in conjunction with the agreement between the parties for transition of the annexed area pursuant to Chapter 2004-453, Laws of Florida, (the Rock Island annexation) and the terms of one agreement cannot be accepted without accepting the other; NOW, THEREFORE,~~

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree to perform the following acts and to be bound by the following statements:

**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 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.
- 1.4 County Contract Administrator – The Broward County Administrator or 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.

**ARTICLE 2**  
**SCOPE OF SERVICES**

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 so obligated impractical, illogical, or unconscionable. Upon the effective date of this Agreement, 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.

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

- 3.1 Upon execution of this Agreement by all of the parties hereto the effective date of this Agreement is September 14, 2005 (hereinafter "effective date"). The term 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; provided, however, that in no event shall this Agreement extend beyond September 30, 2015 except as provided in Exhibit A. COUNTY'S obligations under this Agreement shall terminate upon the expiration of this Agreement; however COUNTY and CITY shall negotiate in good faith to extend this Agreement if COUNTY'S and/or CITY'S obligations as required herein have not been completed or met by September 30, 2015.
- 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 municipality as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by CITY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, COUNTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6  
INSURANCE

CITY is a state agency or municipality as defined by Section 768.28, Florida Statutes, and CITY shall provide written verification of liability protection to the County Contract Administrator prior to final execution of this Agreement, failing which CITY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon CITY. COUNTY is a state agency or political subdivision as defined by Section 768.28, Florida Statutes, and COUNTY shall provide written verification of liability protection to the City Contract Administrator prior to final execution of said agreement, failing which COUNTY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon COUNTY.

ARTICLE 7  
TERMINATION

- 7.1 This Agreement may be terminated for cause with respect to the parties' continued performance of their transition obligations by vote of the Board or by vote of CITY'S governing body if, after written notice from the contract administrator of the aggrieved party, the party in breach has not corrected the breach within thirty (30) days of receiving such notice; provided, however, that if the nature of the breach is such that it cannot be corrected within thirty (30) days, the party in breach has failed to commence action to correct the breach within thirty (30) days of receiving such notice and thereafter diligently pursues action to promptly correct the breach. Any written notice given pursuant to this Article shall specifically identify the breach and shall be provided in accordance with the "NOTICES" section of this Agreement. Termination of this Agreement shall not be construed as a deannexation of the annexed area or as having the effect of deannexing such area.



**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 for as long as they are retained as public records by such owner.

**8.2 AUDIT AND RETENTION OF RECORDS**

Each party shall have the right to audit the books, records, and accounts of the other party 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, upon request, 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 the document or record came into existence. 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 UNLAWFUL DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES**

Neither CITY nor COUNTY shall 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 and COUNTY shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement including, without limitation, 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 unlawful regard to or unlawful consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, and without regard to or consideration of any other factor which cannot be lawfully used as a basis for service delivery.

CITY and COUNTY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) 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 pursuant to this Agreement shall be subject to the supervision of CITY and services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, the CITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY and the COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of CITY. 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 except only those property owners who are not to be charged a connection fee or special assessment as provided in Exhibit A, Section 12.A.1. of this Agreement. Except as to the aforesaid property owners, the parties expressly acknowledge that it is not their intent to create any rights in or obligations to any third person or entity 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.

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 acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain 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:

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

FOR CITY:

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

**8.7 ASSIGNMENT**

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the contract administrator of the other 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 applicable 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 applicable 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 that 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 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; COOPERATION**

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. The parties agree that they will cooperate, act in good faith, and make best efforts to accomplish any and all of the terms, conditions, and provisions of this Agreement, and shall take all appropriate and necessary actions and execute such additional documents as are necessary to effectuate this Agreement.



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. Jurisdiction and venue for litigation concerning this Agreement shall be exclusively in the state court of the Seventeenth Judicial Circuit 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 MERGER OF 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.

8.17 REMEDIES

In the event of breach or default of any term, condition, covenant, or obligation of this Agreement by either party, the other party may exercise any right available to it at law or equity, including without limitation an action for specific performance. All such remedies shall be cumulative.

8.18 INCORPORATIONS

The parties confirm and acknowledge the truth and accuracy of the "Whereas" clauses contained in this Agreement and same are hereby incorporated into and made a part of this Agreement. The attached Exhibits "A" and "B" are also incorporated into and made a part of this Agreement.

8.19 RECORDATION OF AGREEMENT

The parties shall work together to ensure that all necessary filings and recordation are timely and properly made with all state and federal offices and agencies that require knowledge of the boundary changes. This Agreement shall be recorded in the Official Records of Broward County, Florida.

8.20 RIGHT OF CITY TO INSPECT

Prior to the initiation and in the course of completing each improvement to be made pursuant to this Agreement, COUNTY shall provide notice to CITY and CITY shall have the right to jointly inspect such improvement. CITY'S inspection shall be at CITY'S own expense.

8.21 CITY'S LAWS

~~Nothing contained in this Agreement shall constitute a waiver of CITY'S legislative, governmental, or police powers nor shall this Agreement prohibit or restrict CITY in promoting and protecting the health, safety, and welfare of CITY and its inhabitants.~~

8.22 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

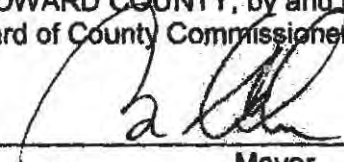
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 2005 and CITY, signing by and through its Mayor, duly authorized to execute same.

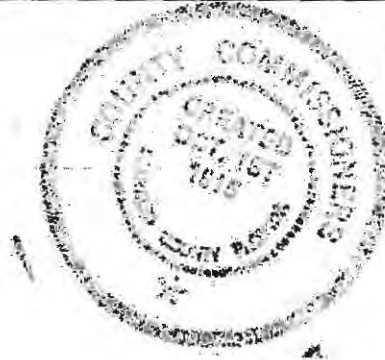
COUNTY

ATTEST:

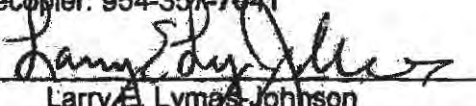
  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

BROWARD COUNTY, by and through its  
Board of County Commissioners

By   
Mayor  
18<sup>th</sup> day of November, 20 05



Approved as to form  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7600  
Telecopier: 954-357-7611

By   
Larry E. Lymas Johnson  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE  
TO IMPLEMENT ANNEXATION OF TWIN LAKES NORTH INTO THE CITY

CITY

ATTEST:

Larry E. Fuller  
Ass. stn City Clerk  
for Jonda K. Joseph

CITY OF FORT LAUDERDALE

By

Jim Naugle  
Jim Naugle, Mayor

By

George Greisas  
George Greisas, City Manager

17 day of November, 2005.

Approved as to Form:

By

Harry A. Stewart  
Harry A. Stewart, City Attorney

ACKNOWLEDGEMENT FOR CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

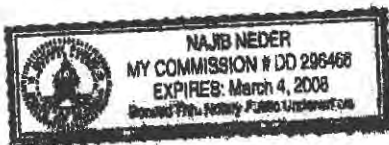
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Nov, 2005 by Jim Naugle as Mayor of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires: 3-4-08

Najib Nader  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number: DD296466

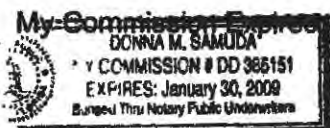
Najib Nader  
(Name of Acknowledger typed, printed or stamped)



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE  
TO IMPLEMENT ANNEXATION OF TWIN LAKES NORTH INTO THE CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2005 by George Gretsas as City Manager of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Jan. 30, 2009

Donna M. Samuda  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:  
DD 385151

DONNA M. SAMUDA  
(Name of Acknowledger typed, printed or stamped)

ACKNOWLEDGEMENT FOR COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2005 by BEN GRABER as Mayor of the Broward County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Broward County, who is personally known to me.



Commission Number:

Grace Notaro  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

GRACE NOTARO  
(Name of Acknowledger typed, printed or stamped)



## EXHIBIT A

### OBLIGATIONS OF CITY AND COUNTY

1. Types of Services Transitioned to CITY - Except as otherwise provided in this Agreement, CITY accepts and assumes responsibility for municipal services and municipal governance in and for the area described in Exhibit "B" on October 1, 2005 including, without limitation, responsibility for the following services:
  - Fire Rescue
  - Building Code Services
  - Zoning Code Services
  - School Guards
  - Street Lighting
  - Planning, Zoning and Development Review
  - Waterway Management and Maintenance
  - Community Development
  - Maintenance of roads and road rights-of-way
  - Law Enforcement/Police Services
2. Building Code Services - All building permits submitted to COUNTY prior to the date this Agreement is fully executed by the parties shall be issued, inspected and finalized by COUNTY, including expired building permits which are renewed. Any permit submitted after the date this Agreement is fully executed by the parties shall be issued, inspected, and finalized by CITY. COUNTY shall continue to monitor and enforce all outstanding building code violations that were initiated with COUNTY prior to the date this Agreement is fully executed by the parties including issuance of building permits, and inspections required to rectify outstanding violations until COUNTY is satisfied that the violation has been resolved or adequately addressed.
3. Zoning Code Services - COUNTY shall continue to monitor and enforce all outstanding zoning violations including issuance of building and zoning permits, other regulatory approvals, such as variances, and inspections required to rectify outstanding violations initiated by COUNTY prior to the date this Agreement is fully executed by the parties. In addition, all outstanding zoning permits issued by COUNTY prior to the date this Agreement is fully executed by the parties, including renewal of expired permits and certificate of use applications, shall be inspected and finalized by COUNTY. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the zoning designations. Upon the date this Agreement is fully executed by the parties, CITY shall be responsible for enforcement of all other provisions of the CITY'S Code of Ordinances within the annexed area.
4. Engineering and Right-of-Way Management - In accordance with Chapter 2004-442, Laws of Florida (2004), all public roads and the public rights-of-way associated therewith, on the Broward County Road System, lying within the limits of the lands subject to annexation herein, as described in Chapter 2004-442, Laws of Florida (2004), are transferred from COUNTY jurisdiction to the jurisdiction of CITY, except for that portion of Prospect Road lying within the limits of the annexation area, "hereinafter referred to as "Transferred Roads." All rights, title, interests, and responsibilities for any transferred roads, including, but not limited to, the ownership, operation, maintenance, planning, design, and construction of said roads, and to the rights-of-way associated therewith, shall transfer from COUNTY jurisdiction and ownership to the jurisdiction and ownership of CITY upon the effective date of the annexation which transfer shall hereafter remain effective so long as the area remains within the municipal jurisdiction of the CITY.

All outstanding engineering permits issued prior to the effective date of the annexation for work in the right of way for Transferred Roads shall be inspected and finalized by COUNTY. Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period. Any permit submitted after the effective date of this Agreement shall be issued, inspected, and finalized by CITY.

5. Street Maintenance - CITY hereby irrevocably accepts responsibility for maintenance of the Transferred Roads; however, COUNTY shall complete any COUNTY-initiated street maintenance projects in process as of the effective date of this Agreement which transfer shall hereafter remain effective so long as the area remains within the municipal jurisdiction of CITY.
6. Street Lighting - CITY hereby accepts assignment of and shall be responsible for any contracts with Florida Power and Light or other entity for street light services, maintenance of existing streetlights, and the installation of new lights within the annexed area as of October 1, 2005 which transfer shall hereafter remain effective so long as the area remains within the municipal jurisdiction of CITY. 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.
7. Planning and Development Review - CITY shall be responsible for the review of all final plats within the annexed area which have not been approved by the Broward County Board of County Commissioners prior to the date this Agreement is fully executed by the parties. All plats approved by the Broward County Board of County Commissioners prior to the date this Agreement is fully executed by the parties shall be entitled to be recorded as if such a plat was still located within the unincorporated area. CITY shall be responsible for neighborhood planning as of the date this Agreement is fully executed by the parties. CITY shall be responsible for the review of all final site plan applications which have not received a development order from Broward County prior to the date this Agreement is fully executed by the parties. 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. On the date this Agreement is fully executed by the parties, 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.
8. Water Body Ownership, Water Management and Waterway Maintenance - CITY agrees to accept conveyance and ownership of all water bodies and related banks currently owned by the COUNTY, which shall irrevocably and unconditionally become owned and maintained by CITY on the effective date of this Agreement, which transfer shall hereafter remain effective so long as the area remains within the municipal jurisdiction of the CITY. All storm sewers and associated stormwater outfalls flowing into such water bodies serving roads that are transferred to CITY as part of the annexation shall be owned and maintained by the CITY. Storm sewers and the associated outfalls that primarily serve roads that will remain COUNTY'S responsibility shall remain the responsibility of COUNTY. On or after the effective date of this Agreement, COUNTY shall record this Agreement and a Waterways Map depicting the water bodies in the public records of Broward County, Florida.
9. Community Development Block Grant, HOME and SHIP Grant Programs - COUNTY shall complete any CDBG/SHIP/HOME program capital projects that have been budgeted by COUNTY, 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 Twin Lakes North Area as part of CITY and this recognition is reflected in CITY'S annual CDBG/HOME/SHIP entitlement distribution, the 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/HOME/SHIP funds, based on the population of the Twin Lakes North 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. Department of Housing and Urban Development (HUD) in writing prior to December 31, 2005, that the annexation became effective September 15, 2005, and request that HUD proceed with adjusting the annual entitlement amounts. Once HUD adjusts the annual entitlement amounts, the terms of this paragraph shall become null and void.

10. Allocation of Revenues - CITY shall initiate and coordinate with the COUNTY the notification and filing process to ensure that all Municipal, County and State revenue sources to which CITY is entitled are transitioned to CITY on October 1, 2005. The COUNTY shall make provisions for per capita revenue sharing payments to the CITY on behalf of the annexed area until that point in time at which all State of Florida, County and Municipal revenue sharing resources to which CITY is entitled based on population formulas (including those listed below) recognize the population of the annexed area as part of CITY and that recognition is reflected in CITY'S annual share of State revenues.

- Electric Utility Taxes
- Communication Services Taxes
- Electric Franchise Fees
- State Revenue Sharing
- Gas Taxes
- Sales Tax

11. Garbage Collection - COUNTY shall continue to provide all waste collection and recycling services until December 31, 2005. COUNTY shall retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through December 31, 2005. COUNTY will have collected the special assessments for these services, thus the transition of services shall be effective on January 1, 2006 to the extent provided by Florida Statute.

12. Infrastructure Improvement Program

A. Scope of Infrastructure Improvement Project.

1. COUNTY will pay to CITY Three Hundred Ten Thousand Five Hundred Sixty Dollars (\$310,560) no later than December 31, 2005 and CITY shall spend the amount on road restoration, road resurfacing, sidewalks and landscaping after the CITY installs sewers within the Twin Lakes North annexed area. CITY shall install sewers in the unsewered portions of the Area and shall not charge property owners a connection fee or special assessment.

13. Transfer of Records: All records will be transferred to the City commencing on the effective date of this Agreement and proceed continuously until all records in the annexation area are transferred to the CITY based on a mutually agreed upon schedule.
14. Employee Displacement: COUNTY employees displaced by annexation may be hired, at the CITY'S discretion, subject to meeting all requirements and conditions set forth by the CITY. The COUNTY displaced employees will be given preference if they meet all requirements in a satisfactory manner.

15. Police Services: CITY will assume the responsibility for providing Police services and shall work with the Broward County Sheriff and the City of Oakland Park, as necessary, to transition law enforcement/police and fire rescue services for the annexed area to CITY.
16. Payment for Services from October 1, 2005 – CITY shall begin providing all municipal services to the Twin Lakes North and Rock Island areas on the same date and shall notify COUNTY in writing of such date, which date may be as early as November 16, 2005 but shall be no later than November 21, 2005. CITY acknowledges that costs have been incurred by COUNTY and by third parties in providing municipal services in the Twin Lakes North and Rock Island areas. CITY and COUNTY acknowledge that CITY has provided for the collection of ad valorem tax revenues in the Twin Lakes North and Rock Island areas for fiscal year 2005-2006. CITY therefore agrees to and shall pay COUNTY Two Hundred Twenty-five Thousand One Hundred Thirty Dollars (\$225,130) for all of COUNTY's costs and expenses incurred in providing municipal services (whether directly or by agreement with third parties) in the Twin Lakes North and Rock Island areas from October 1, 2005 through November 16, 2005 plus Four Thousand Ninety Dollars (\$4,790) for each day after November 16, 2005 until the time that CITY notifies COUNTY in writing that CITY will provide all such services. CITY shall pay COUNTY within thirty (30) days from the date COUNTY submits bills to CITY for its costs and expenses. Upon receipt of the notice required by this Section, COUNTY shall cease providing municipal services in the Twin Lakes North and Rock Island areas except to the extent provided in Section 15 of Exhibit A of the Rock Island agreement and Section 11 of Exhibit A of this Agreement. CITY agrees to be responsible for payment to other persons and entities that provided municipal services in the Twin Lakes North and Rock Island areas from October 1, 2005 until the time that CITY notifies such person or entity in writing that CITY will provide such services.

**EXHIBIT B**

**Legal Description Of the Area  
in Broward County known As Twin Lakes North**

That portion of Section 16, Township 49 South, Range 42 East, Broward County, Florida, described as follows:

Begin at the Northwest corner of Lot 7, Block 2 of Twin Lakes, as recorded in Plat Book 29, Page 23, 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-82-128 of the City of Fort Lauderdale;

Thence South along the West line of said Lot 7 and said municipal boundary to the Southwest corner of said Lot 7;

Thence Easterly along the South line of Lots 7, 6 and 5 of said Twin Lakes plat and said municipal boundary to the Southwest corner of Lot 4 of said plat, said point being on the municipal boundary of the City of Oakland Park, as established by Chapter 79-519, Laws of Florida;

Thence continuing along said municipal boundary the following 4 courses:

Thence Southerly to the Northeast corner of Lot 1, Block 4 of Stadium Park, as recorded in Plat Book 53, Page 9, of the Public Records of Broward County, Florida;

Thence Southerly along the East line of Lots 1 thru 8, Block 4 of said Stadium Park, and the East line of Lots 18 and 15, Block 3 of said Stadium Park, to the Southeast corner of said Lot 15;

Thence Southwesterly to the Northwest corner of Lot 1, Block 14 of Twin Lakes, as recorded in Plat Book 29, Page 23, of the Public Records of Broward County, Florida;

Thence Southerly along the West line of Lots 1 thru 4, Block 14, and the Southerly projection thereof to the Northeast corner of Lot 12, Block 21 of said Twin Lakes, said point being on the municipal boundary of the City of Oakland Park, as established by Ordinance No. 0-81-20 of the City of Oakland Park;

Thence Westerly, Southerly and Easterly along said Lot 12 and said municipal boundary to the Southeast corner thereof, said point also being on the municipal boundary of the City of Oakland Park, as established by Chapter 79-519, Laws of Florida;

Thence continuing along said municipal boundary the following 5 courses:

Thence Southerly along the West line of Lots 3 and 4 of said Block 21 to the Southwest corner of said Lot 4;

Thence Westerly along the North right of way line of N.W. 45 Court to the intersection with the West right of way line of N.W. 10 Avenue;

Thence Southerly along the West right of way line of N.W. 10 Avenue to the Southeast corner of Lot 16, Block 24 of said Twin Lakes;

Thence Westerly along the North right of way line of Prospect Field Road (N.W. 44 Street) to a



point of intersection with the Northerly extension of the West right of way line of that part of N.W. 10 Avenue lying South of said Prospect Field Road (N.W. 44 Street);

Thence Southwesterly along said Northerly extension to a point on the centerline of Prospect Field Road (N.W. 44 Street);

Thence Northwesterly along said centerline to a point on the West line of the Southwest One-Quarter (SW 1/4), of the Southeast One-Quarter (SE 1/4) of said Section 16, said point also being on the municipal boundary of the City of Tamarac, as established by Ordinance No. 68-4 of the City of Tamarac;

Thence Northerly along said West line and along said municipal boundary to a point on the North line of the South One-Half (S 1/2) of the Southeast One-Quarter (SE 1/4) of said Section 16, said point also being on the municipal boundary of the City of Fort Lauderdale, as established by Chapter 71-640, Laws of Florida;

Thence Easterly along said North line and said municipal boundary to the Northeast corner of the Southwest One-Quarter (SW 1/4), of the Southeast One-Quarter (SE 1/4) of said Section 16;

Thence Northerly along the West line of the East One-Half (E 1/2), of the East One-Half (E 1/2) of said Section 16 and along said municipal boundary to the Southwest corner of Lot 7, Block 5 of Twin Lakes, as recorded in Plat Book 29, Page 23, of the Public Records of Broward County, Florida, said point also being on the municipal boundary of the City of Fort Lauderdale, as established by Ordinance No. C-88-82 of the City of Fort Lauderdale;

Thence Easterly along the North line of Lot 6, 5 and 3, of said Block 5 also being the South line of Lot 7, 8 and 2 of said Block 5 and along said municipal boundary to the Northeast corner of said Lot 3, said point also being on the West right of way line of N.W. 11 Avenue as shown on said plat of Twin Lakes;

Thence Northerly along said West right of way line also being the East line of Lots 2 and 1 of said Block 5 and the Northerly projection thereof and along said municipal boundary to a point on the South line of Parcel A of C.T.A. Plat, as recorded in Plat Book 124, Page 33, of the Public Records of Broward County, Florida, said point also being on the municipal boundary of the City of Fort Lauderdale, as established by Ordinance No. C-84-59 of the City of Fort Lauderdale;

Thence Easterly along said South line and said municipal boundary to the Southerly extension of the West line of Block 1 of Stadium Park, as recorded in Plat Book 53, Page 9, of the Public Records of Broward County, Florida;

Thence Northerly along said Southerly extension and the West line of said Block 1 and said municipal boundary to the Southwest corner of Lot 13, Block 1 of said Stadium Park, said point also being on the municipal boundary of the City of Fort Lauderdale, as established by Chapter 79-459, Laws of Florida;

Thence continuing along said municipal boundary the following 4 courses:

Thence Easterly along the South line of Lots 13, 12 and 11 of said Block 1 to the Southeast corner of said Lot 11;

Thence continue Easterly along the South line of the North 120 feet of Lots 1, 2, 3 and the East 15 feet of Lot 4, Block 1 of said Twin Lakes, and the Easterly projection thereof to the West line of Lot 9, Block 2 of said Twin Lakes;

Thence Southerly along said West line to the Southwest corner of said Lot 9;

Thence Easterly along the South line of said Lot 9 to the POINT OF BEGINNING.