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

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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK
FOR ACQUISITION OF PROPERTY AS PART OF
THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT

This is an Interlocal Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida ("City"). County and City shall collectively be known as the "parties."

RECITALS

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

B. 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.

C. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program, for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

D. 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 County's tax increment financing (TIF), 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.

Approved BCC 3/5/19 #7
Submitted By HCFD
RETURN TO DOCUMENT CONTROL

(16)

E. All projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area not receiving TIF, 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.

F. Projects that are eligible to apply for Broward Redevelopment Program funding include property acquisitions.

G. The Board approved Broward Redevelopment Program funding for Fiscal Year 2018 on June 6, 2017, and City submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board.

H. The project is for land acquisition as part of the Hillsboro Corridor Redevelopment Area Project for a total funding amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000) (the "Acquisition Project").

I. The Board approved the Acquisition Project on March 5, 2019, as part of Agenda Item #7.

J. City and County hereby agree that the Acquisition Project, during the term of this Agreement and any amendments hereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program.

K. The Acquisition Project has been deemed to be eligible for the Broward Redevelopment Program as the Acquisition 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.

L. City, as part of the application, has submitted that six (6) new permanent jobs will be created as a result of this Acquisition Project.

M. The parties desire to enter into the Agreement to delineate their areas of responsibility with respect to the Acquisition Project and funding.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, County and City agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Application** means the application for funding for the Acquisition Project under the Broward Redevelopment Program that was submitted to County by City. The terms, conditions,

certifications, requirements, and statements contained within the Application are specifically incorporated into this Agreement as obligations of City. The Application is kept on file in the office of the Director, Broward County Housing Finance and Community Development Division.

1.2 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division or such person's successor as designated by County in writing.

1.3 **County Administrator** means the administrative head of Broward County appointed by the Board of County Commissioners.

1.4 **Economic development** means 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.

1.5 **Property acquisition** means the acquisition of land and associated structures (if any) to facilitate economic development that brings new permanent jobs.

1.6 **Public improvements** means improvements that further redevelopment including: 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 transportation, public parking, or streetscaping improvement, not to exceed twenty percent (20%) of the cost of the improvement.

1.7 **Redevelopment** means projects that 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 land acquired for the Acquisition Project is located adjacent to the Saw Palmetto Natural Area, located along West Hillsboro Boulevard in Coconut Creek; specifically, property identification number 4842 06 33 0010 (the "Property"), and within the redevelopment area as depicted in Exhibit A (the "Redevelopment Area"). The Property is also adjacent to a parcel owned by Vista Gardens Ballroom LLC on the east side. City wishes to combine the parcels under a single ownership to create the Vista Gardens Ballroom Development, as further described in Exhibit B ("Property Development Plan").

2.2. City shall formally transfer ownership of the Property to Vista Gardens Ballroom, LLC ("New Owner"), who will develop the Property to create a ballroom and special events facility, as described in the Property Development Plan. The development is intended to enhance the overall design of the Acquisition Project in areas of drainage, parking, greenspace, and recreational amenities. No later than three (3) years after the Effective Date, City shall complete

formal transfer of ownership by ensuring that: (a) conveyance to New Owner has occurred; (b) New Owner has received all the necessary development approvals; and (c) the Property is committed to the generation of ad valorem tax revenues through placement on the tax roll.

2.3. City shall perform all work specified in this Agreement inclusive of the Exhibits, and agrees to comply with all the terms, requirements, and conditions of this Agreement. Unless stated otherwise in this Agreement, the work required of City includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render City's performance impractical, illogical, or unconscionable. City is responsible for implementing and conforming to the terms and conditions of this Agreement.

2.4. City acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

2.5. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

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

2.7. City is responsible for implementing and conforming to the terms and conditions of this Agreement. City shall provide to County a minimum of five (5) days of advance notice of all public meetings related to the Acquisition Project. City shall keep County informed throughout the planning, design, and construction of the Acquisition Project.

2.8. City shall establish and maintain a separate account for the Acquisition Project for funds received from County through the Broward Redevelopment Program.

ARTICLE 3 - TERM OF AGREEMENT

3.1. The Agreement shall become effective on the date it is fully executed by the parties and recorded in the public records of Broward County, Florida (the "Effective Date"). The termination of the Agreement shall be on September 30, 2026.

3.2. All duties, obligations, and responsibilities of City required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by County or City is provided pursuant to the Notices provision.

3.3. Time is of the essence for all performance required under this Agreement.

ARTICLE 4 - PAYMENTS/OBLIGATIONS

4.1. The total maximum financial grant from County for the Acquisition Project shall not exceed Three Hundred and Sixty Thousand Dollars (\$360,000) ("Acquisition Payment"). This cost includes acquisition and soft costs associated with the acquisition (i.e. appraisal, survey, etc.).

4.2. County shall not disburse Acquisition Payment until the milestone identified for the approved Acquisition Project is achieved. The milestone for this Acquisition Project is as follows:

- a. Within three (3) years after the Effective Date, City shall submit to County documents evidencing an executed property sales contract, indicating the purchase price paid for the Property by City. In addition, City must include a copy of the executed and recorded warranty deed indicating ownership by City;
- b. Documents evidencing the Property has been conveyed to the New Owner. This includes any agreement that transfers Property ownership and any conditions as approved by City and New Owner;
- c. The Property is enrolled as a taxable property and is committed to the generation of ad valorem tax revenues;
- d. A signed letter from the Mayor or City Manager certifying completion of the milestone;
- e. As applicable, all contracts entered into in connection with the Acquisition Project, detailing the scope of work and Acquisition Project costs;
- f. Itemized actual costs with copies of supporting invoices; and evidence of payment by City, which at a minimum will include copies of canceled checks or wire transfers; and
- g. Any other documents or evidence that may be requested by County.

Upon County's review and approval of the documents listed above, a disbursement for the City's substantiated costs, in the maximum amount of Three Hundred and Sixty Thousand Dollars (\$360,000), shall be made to City.

4.3. Within three (3) years after the conveyance of title to the New Owner, or one (1) year after a certificate of occupancy (CO) has been issued on the new development on the Property, whichever is sooner, City will provide documentation satisfactory to County indicating the number of new, permanent jobs that were created.

In the event the acquisition and redevelopment of the Property, creation of new, permanent jobs, and/or measurable community benefits (such as a physical placemaking feature for the

community to gather for social, or educational purposes; a business or facility which serves the communities health and wellbeing; or an increase in average income or property values within the redevelopment area as measured from the Effective Date) to the Redevelopment Area are not completed as proposed in this Agreement, and within three (3) years from placement of the Property on the tax roll, City shall be required to return to County fifty percent (50%) of the Acquisition Payment.

4.4. All documentation is subject to County's review and approval prior to disbursement. The documentation shall be submitted in electronic format acceptable to County. County may require that City furnish such additional materials and information as County believes relevant to support the request for Acquisition Payment or compliance with the terms of this article. Funds shall be processed for disbursement within thirty (30) days after completion of County's review and approval of the complete documentation.

ARTICLE 5 - REPORTING REQUIREMENTS

City shall submit to County on the anniversary date of the Effective Date of this Agreement a detailed Annual Report of the progress made in carrying out the Acquisition Project. This Annual Report shall include the Acquisition Project development schedule, showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of County funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information must include both expenditures for the current fiscal year and cumulative financial information for the Acquisition Project. Also, a detailed six (6) month Progress Report shall be delivered to County every six (6) months after the Effective Date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Acquisition Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. The Annual Report and Progress Reports shall contain sufficient information for County to determine if the Acquisition Project conforms to this Agreement and the Broward Redevelopment Program and shall be in a format acceptable to County.

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 or upon request by City. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by 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 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, City'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 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 City 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, City shall return all sums paid by 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, City shall be paid for all work executed and actual expenses incurred prior to termination, including commitments that had become firm prior to the termination, subject to the terms of Article 4. All actual expenses incurred shall have sufficient back-up documentation acceptable to County, in its sole discretion, to verify that such expenses were actually incurred by City. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by City, for County's right to terminate this Agreement for convenience.

ARTICLE 7 - MISCELLANEOUS

7.1 Public Records. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- a. Keep and maintain public records required by County to perform under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Transfer to County, at no cost, all public records in possession of City upon completion or termination of this Agreement or keep and maintain public records required by County. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains public records upon completion of this Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of City to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. City will provide any requested records to County to enable County to respond to the public records request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, RSTONE@BROWARD.ORG, 110 NORTHEAST 3RD STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

7.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by a party. If City violates this provision, County shall have the right to immediately terminate this Agreement.

7.3 Audit Rights. County shall have the right to audit the books, records, and accounts of City and its subcontractors that are related to this Acquisition Project. City 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 Acquisition Project. All books, records, and accounts of City 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, City or its subcontractors, as applicable, shall make same available at no cost to County in written form.

City and its subcontractors shall preserve and make available, at reasonable times for examination and audit by 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 County to be applicable to City and its subcontractors' records, City 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 City or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. City shall ensure that the requirements of this Section are included in all agreements with its subcontractors.

7.4 Materiality and Waiver of Breach. County and City agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

County's failure to enforce any provision of this Agreement shall not 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.

7.5 Notices. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Director, Housing Finance and Community
Redevelopment Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

With copy to:

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

NOTICE TO CITY:

City Manager
4800 W. Copans Road
Coconut Creek, FL 33063

With copy to:

City Clerk
4800 W. Copans Road
Coconut Creek, FL 33063

7.6 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.

7.7 Independent Contractors. City is an independent contractor under this Agreement. Services provided by City pursuant to this Agreement shall be subject to the supervision of City. In providing such services, neither City nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to City or its agents any authority of any kind to bind County in any respect whatsoever.

7.8 Third Party Beneficiaries. The parties do not intend that any person shall have a cause of action against any party 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 any party 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.

7.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.10 Joint Preparation. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against any party.

7.11 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 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.12 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

7.13 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

7.14 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. Further, City acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

7.15 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.16 Incorporation by Reference. The truth and accuracy of each Recital set forth above is acknowledged by the parties. The attached Exhibits A and B are incorporated into and made a part of this Agreement.

7.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

7.18 Force Majeure. 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 parties, 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 nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other parties in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, a party that is not prevented from performance by the force majeure event shall have the right to immediately 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.

7.19 No Wavier of Sovereign Immunity. 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. Pursuant to Section 768.28, Florida Statutes, City shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

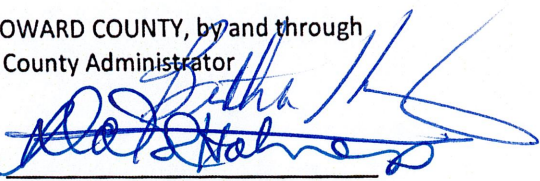
7.20 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is 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 County Administrator, authorized to execute same by Board action on the 5th day of March, 2019; and CITY OF COCONUT CREEK, signing by and through its City Manager, duly authorized to execute same.

COUNTY


BROWARD COUNTY, by and through
its County Administrator

By 
Bertha Henry, County Administrator

18th day of May, 2020



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

By  5/11/20
Damaris Y. Henlon (Date)
Assistant County Attorney

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA
Date: 2020.05.15 15:31:53 -0400
Maite Azcoitia (Date)
Deputy County Attorney

DYH/
02/01/20
BRPForm-a01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR ACQUISITION OF PROPERTY AS PART OF THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT

CITY

Witnesses:

City of Coconut Creek

[Signature]
[Signature]

By: Karen M Brooks
Karen M. Brooks, City Manager

Attest:

Marianne E. Bowers for
Leslie Wallace May, City Clerk
Marianne E. Bowers, Deputy City Clerk

(SEAL)

Approved as To Form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of May, 2020 (year), by Karen Brooks as City Manager and Marianne Bowers as City Clerk of the City of Coconut Creek, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Desiree Jasmine Casanova
NOTARY PUBLIC, STATE OF FLORIDA

Desiree Jasmine Casanova
(Name of Acknowledger Typed, Printed or Stamped)

GG 270686
Commission Number

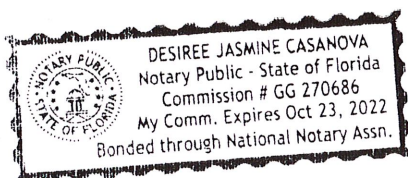


EXHIBIT A REDEVELOPMENT AREA

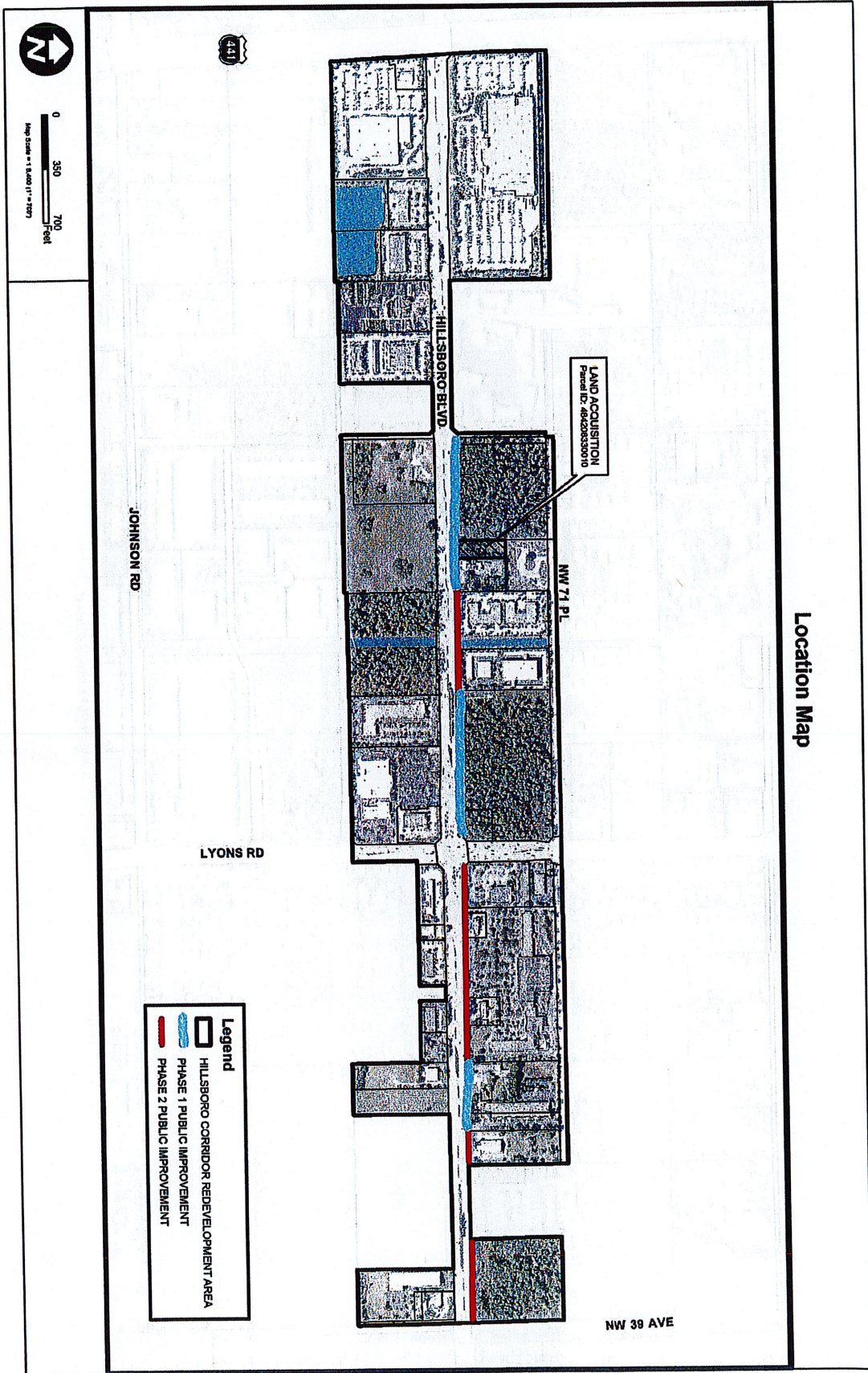
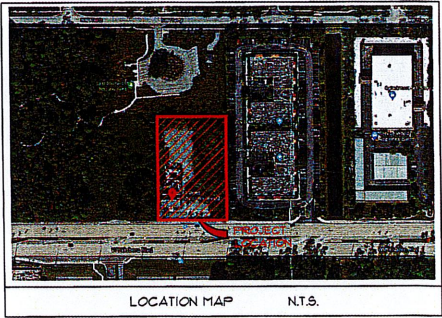


EXHIBIT B PROPERTY DEVELOPMENT PLAN



| SITE GENERAL INFORMATION | |
|--------------------------|---|
| zoning | A-1 |
| land area | 67,101 SF 1.56 ACRES |
| total building area | 6,500 SF |
| total parking required | 23 SPACES |
| total parking provided | 53 SPACES |
| total landscape provided | 32,454 SF (INCLUDING RETENTION AREA) |

- NOTES:**
1. SITE PLAN HAS BEEN PREPARED WITHOUT THE USE OF A CERTIFIED LAND SURVEY.
 2. ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE.
 3. THE DESIGN AND LAYOUT OF SITE PLAN IS THE PROPERTY OF ARCHITEX STUDIO ANY USE OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF ARCHITEX STUDIO IS STRICTLY PROHIBITED.
 4. THIS PLAN REQUIRES THE REVIEW AND APPROVAL FROM BROWARD COUNTY AND COCOAUT CREEK ZONING PUBLIC WORKS & FIRE DEPARTMENT.



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PROPOSED BALLROOM FOR:
VISTA GARDENS
8011 W. HILLSBORO BLVD
COCOAUT CREEK, FL

JOSE SALCEDO

CONSULTANT:
VILLA & ASSOCIATES INC.
ARCHITECTURE & PLANNING
7744 SW 40 STREET SUITE 801
MIAMI, FLORIDA 33155
TEL: 305-461-4818 FAX: 305-461-4870 E-MAIL: villa@villaandassociates.com

VILLA & ASSOCIATES INC.
ARCHITECTURE & PLANNING
7744 SW 40 STREET SUITE 801
MIAMI, FLORIDA 33155
TEL: 305-461-4818 FAX: 305-461-4870 E-MAIL: villa@villaandassociates.com
CONSULTANT: ARCHITEX STUDIO CORP.
TEL: 305-759-8016 E-MAIL: info@architexstudio.com



DATE: 03-14-19
PROJECT NO:
DRAWING NO: A-1 OF