

**INTERLOCAL AGREEMENT
AMONG
BROWARD COUNTY,
CITY OF COCONUT CREEK,
AND
ALLEY FARMS, LLC**

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

AND

CITY OF COCONUT CREEK, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City,"

AND

ALLEY FARMS, LLC, a Florida limited liability company, hereinafter referred to as "Owner" (collectively referred to as the "Parties").

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, and under County's and City's respective Charter and Constitutional Home Rule Powers; and

WHEREAS, Owner owns that certain property more particularly described in Exhibit "A" ("Property"); and

WHEREAS, City maintains a Sustainable Development Department that conducts a development review process for zoning, plat, site plan and engineering applications and plans; and

WHEREAS, City maintains a Building Division that conducts plan examinations and inspections pursuant to the Florida Building Code; and

WHEREAS, County maintains a Development and Environmental Review Section of the Planning and Development Management Division that provides planning services pursuant to the provisions of the Broward County Land Development Code; and

WHEREAS, Owner has filed with City a Petition for Voluntary Annexation pursuant to Section 171.044, Florida Statutes, seeking annexation of the Property into City limits; and

WHEREAS, City approved the annexation ordinance at its City Commission meeting of December 13, 2018, and the annexation petition was submitted to the Broward Legislative Delegation pursuant to Chapter 96-542 and Chapter 99-447, Laws of Florida; and

WHEREAS, the Broward Legislative Delegation held a public hearing on the annexation

on January 15, 2019; and

WHEREAS, Chapter 96-542, Laws of Florida, as amended, provides that annexations in Broward County shall not become effective until the 15th day of September following Adjournment Sine Die of the next regular Legislative Session, following the accomplishment of all procedures necessary for annexation pursuant to Chapter 171, Florida Statutes; and

WHEREAS, County recognizes that the Property may be annexed into City, which annexation may not become effective until a later date as provided in Chapter 96-542, Laws of Florida, as amended; and

WHEREAS, County and City desire that City act as the building official for the Property pursuant to the requirements of §553.73, Florida Statutes, and perform such building, planning, and engineering review and inspection services pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, Owner concurs in the desires of City and County as set forth above.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, County, City, and Owner agree as follows:

1. SCOPE OF SERVICES

1.1 County hereby transfers to City the authority and City hereby agrees to perform the planning (except the review and approval of Broward County Land Use Plan Amendments), site plan approval, inspection, plan review, and building official services associated with building permits and engineering work permits (excluding the review of engineering permits for County road improvements, which will continue to be processed by the Broward County Highway Construction and Engineering Division) and, upon completing of such plan review, inspection, and any building official services, shall issue all applicable development permits with the exception of development permits in connection with rezoning. Additionally, County hereby transfers to City the authority to review and approve, if acceptable to City and consistent with the requirements of the Broward County Zoning Code, any requests for variances from the Broward County Zoning Code. The Parties further agree that, upon the issuance of any certificates of occupancy, any further enforcement of the Broward County Code of Ordinances shall be performed by City until such time as the annexation becomes effective; at which time the City Code of Ordinances will apply.

1.2 County hereby transfers to City the authority and City hereby agrees to accept and review any application(s) for rezoning pursuant to the Broward County Zoning Code for the Property. City shall process any rezoning application(s) for scheduling of public hearings and consideration of said rezoning request(s) by the County Local Planning Agency and the Board of County Commissioners. Owner acknowledges that City's standard application fees and cost recovery for rezoning are payable to City and County's standard application fees for rezoning are payable to County. County acknowledges that it will fully cooperate and offer assistance to City in order to provide for processing through County including, but not limited to, review by and input

from appropriate County staff whose assistance is requested by City.

1.3 County hereby transfers to City the authority and City hereby agrees to accept, review, and approve applications for site plans for the Property pursuant to the Broward County Land Development Code. Owner acknowledges that City's standard application and cost recovery fees for site plan approval are payable to City.

1.4 County and City acknowledge that platting authority remains with Broward County; however, City is granted the authority to accept and review plat applications as if the annexation were effective. Owner acknowledges that City's standard application fees for platting are payable to City and County's standard application fees for platting are payable to County.

2. FUNCTIONS AND DUTIES NOT TRANSFERRED TO CITY

It is specifically understood and agreed that all rights and powers as may be vested in County not specifically transferred to City hereunder shall be retained by County until such time as the annexation of the Property becomes effective. In the event City desires to have County provide any other services not set forth above, a separate agreement or an amendment to this Agreement shall be required.

3. ADDITIONAL CITY REVIEW

Owner agrees that no application for rezoning or plat approval for the Property shall be considered for approval by the County Commission prior to approval by City so that City may ensure a quality of development consistent with City land development regulations including, but not limited to, City requirements for development exactions. Approval of a rezoning or plat by City shall be through an Ordinance of the City Commission.

4. TERMINATION

This Agreement may be terminated by mutual agreement of the Parties and, in any event, will automatically terminate without any further action by any party on the effective date of the annexation of the Property. Additionally, in the event the annexation of the Property does not become effective by October 1, 2019, this Agreement shall become null and void and shall have no further force or effect.

5. NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, telecopy, postage prepaid, first class and certified, return receipt requested, addressed as follows:

IF TO COUNTY: County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

IF TO CITY: City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

IF TO OWNER: Alley Farms, LLC
Attn: Joy W. Alley
4922 NW 76th Place
Pompano Beach, FL 33074

6. INDEMNIFICATION

To the extent allowed by law, City and/or County shall at all times hereafter indemnify, hold harmless and, at County and/or City Attorney's option, defend or pay for an attorney selected by County and/or City Attorney to defend County and/or City, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by each parties' own negligent act or omission or that of its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment: City shall perform the review services and permit inspections for planning approval and shall enforce the Broward County Code of Ordinances as provided for in this Agreement exclusively and solely for County which is a party to this Agreement. City shall not have the right to assign this Agreement.

7.2 Waiver: 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.

7.3 Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

7.4 Entire Agreement: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements, or 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7.5 Modifications: It is further understood that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.6 Counterpart Originals: The Parties agree that this Agreement may be executed in counterparts and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

7.7 Effective Date: This Agreement shall become effective upon the date last signed by the Parties hereto.

7.8 Recording: This Agreement shall be recorded in the public records of Broward County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

County Administrator and ex
officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By: _____
(Signature) Mayor

Dated: _____

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 _____
Maite Azcoitia
Deputy County Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF COCONUT CREEK, AND ALLEY FARMS, LLC

CITY

CITY OF COCONUT CREEK

By: _____
MARY C. BLASI, City Manager

Dated: _____

ATTEST:

LESLIE WALLACE MAY, City Clerk

(SEAL)

APPROVED:

TERRILL C. PYBURN, City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF COCONUT CREEK AND ALLEY FARMS, LLC

OWNER

Signed, sealed and delivered
In the presence of:

ALLEY FARMS, LLC

(Signature)

Print Name

(Signature)

Print Name

By: _____

(Signature)

Print name: Joy W. Alley

Title: Manager

Address: _____

Dated: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Joy W. Alley, as Manager of Alley Farms, LLC who is personally known to me or produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

Exhibit "A"

Property