

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"),
made this 2 day of September, 2003, by and between the following:

Broward County, Florida,
a political subdivision of State of Florida
(the "County"),

and

City of Coral Springs, Florida, a municipal
corporation under the laws of the State of
Florida (the "City")

and

Coral Springs Community Redevelopment Agency, or
its successor, a public body corporate and politic (the
"CRA").

WHEREAS, the Board of County Commissioners of Broward County, Florida (the "Board") adopted Resolution No. 2001-538 on June 19, 2001, which, among other things, declared that a slum or blighted area existed in a geographic area, described generally as the immediate vicinity of the intersection of University Drive and Sample Road, such geographic area being more particularly described in Exhibit "A" (the "Redevelopment Area"), the criteria of which presented by the City, in the aggregate, demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, the Board delegated to the City Commission of the City of Coral Springs, Florida (the "City Commission") the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency ("CRA")

and to initiate, prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission, pursuant to Ordinance No. 2001-128 enacted on November 6, 2001, accepted a delegation of powers from the Board, found a need for and created the CRA, granted the CRA the power to exercise those powers permitted by the Act which were delegated by the Board to the CRA and directed the initiation, preparation and adoption of a community redevelopment plan (the "Plan") by the CRA; and

WHEREAS, the City, in preparing the Plan, subsequent to the adoption of County Resolution No. 2001-538, sought to expand the southern boundary (the "Walk") of the area known as the Coral Springs' Community Redevelopment Area; and

WHEREAS, the County, in reviewing the Plan, submitted by the City, required the City to document the conditions of the expanded area to meet the statutory definitions of either "slum area" or "blighted area"; and

WHEREAS, the County, by reviewing the Plan and the requested documentation from the City regarding the conditions of the expanded area, finds the Plan to be consistent with Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969; as amended; and

WHEREAS, on September 24, 2002, pursuant to Resolution No. 2002-871 enacted by the Board approved the Plan to enable the City to undertake redevelopment of the Redevelopment Area; and

WHEREAS, there shall be established for the CRA created under the Act, a redevelopment trust fund (the "Fund"); and

WHEREAS, the boundaries identified for the Redevelopment Area are within the corporate limits of the City; and

WHEREAS, the City played the major role in the preparation of the Plan;
and

WHEREAS, the County, the City and the CRA (hereinafter collectively referred to as the "Parties") desire to enter into an agreement of understanding to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area and the proposed CRA's obligations and responsibilities to each taxing authority; and

WHEREAS, in consideration of and to the extent that the County agrees to pay up-front monies to finance the Plan, the City and the CRA have agreed to forebear seeking any collection or payment of tax increment, including any interest or penalties thereon, which would otherwise be due from the County pursuant to Section 163.387, F.S. and to limit the County's funding obligation and commitment hereunder to the City and the CRA for a shorter term than provided for by Chapter 163, Florida Statutes.

WHEREAS, all other provisions of tax increment financing with respect to other taxing authorities shall be subject to the Act, as amended from time to time;

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

- 1.0 Definitions: The following definitions shall govern the interpretation of this Agreement:
 - 1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.
 - 1.2 City – City shall mean the City of Coral Springs, a municipal corporation under the laws of the State of Florida.

- 1.3 County – the County shall mean Broward County, Florida, a political subdivision of State of Florida and its Board of County Commissioners.
- 1.4 CRA – the CRA shall mean the Coral Springs Community Redevelopment Agency, or its successor, a public body corporate and politic.
- 1.5 Development Order – An order authorizing the granting, denying, or granting with conditions of an application for a development permit.
- 1.6 Development Permit – Any building permit, zoning permit, subdivision or plat approval, modification to a condition of plat approval, including an amendment or revision to a non-vehicular access line, site plan approval, amendment to the notation on the face of a plat, application for placement of a notation on the face of a plat, rezoning, special exception, variance or other official action of a unit of local government having the effect of permitting the development of land.
- 1.7 Due Diligence - due diligence shall mean such a measure of prudence and activity as is properly to be expected from and ordinarily exercised by a reasonable and prudent person under the circumstances.
- 1.8 Substantial Performance shall mean where there has been no willful departure from the terms of the contract, and no omission in essential points, and the contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance from the strict and literal performance consists of technical or unimportant omissions or defects.

- 1.9 Effective Date – Effective Date shall mean the date upon which the last party to this Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.
- 1.10 Good Cause – Good Cause shall mean substantial reason.
- 1.11 County Investment Monies – County Investment Monies shall be defined as the County's payments toward qualifying CRA projects as defined in the Plan for a maximum term of twenty (20) years as defined in this Agreement in lieu of any obligation of the County to pay any tax increment into the redevelopment trust fund during the existence of the CRA as otherwise provided for in the Act, as amended from time to time.
- 1.12 Pilot Project: The Pilot Project is an Agreement between City and County providing for a non-terminable/non-cancelable five (5) year commitment. The Pilot Project provides that the City shall make an up front requisition of funds from the County based upon the method and formula outlined in Section 3.0 of this Agreement up to a maximum county payment of eight million dollars (\$8,000,000.00).

2.0 Implementation of the Plan

- 2.1 The City and the CRA hereby expressly agree that the Plan as approved by the Board pursuant to Resolution No. 2002-871 is for the maximum time permitted by Chapter 163, Florida Statutes. In consideration of the County agreeing to pay up-front monies to finance the Plan, the City and the CRA have agreed to limit the County's funding commitment to the CRA to maximum terms as articulated in Section 2.2 of this Agreement. The City and the CRA agree that all community redevelopment projects are projected to

be completed within twenty (20) to twenty five (25) years of the effective date of this Agreement. In the event that all community redevelopment projects are completed in less than the agreed upon term articulated in Section 2.2 below, the City and the CRA agree that the CRA will sunset as soon as all indebtedness, in whatever form agreed to, is repaid.

2.2 Term of Agreement: Term of the Agreement will be for either twenty (20) or twenty five (25) years from the Effective Date of the Agreement depending upon the option chosen by County after the Pilot Project, as provided for in Section 2.21 of this Agreement. It may terminate sooner in the event the CRA sunsets in accordance with Section 2.1 hereinabove.

2.21 The Agreement is non-terminable and/non-cancelable. However, the Parties further agree that the first five (5) years of the Term will be considered a Pilot Project. During the Pilot Project, the City shall make a requisition of funds from the County based upon the method and formula outlined in Section 3.0, up to a maximum County payments of \$8,000,000 during which time the County may use any available and appropriate revenue source to fund its obligation to the City's CRA.

At the end of the Pilot Period, the County shall have the following options:

a) Extend the Pilot Period for the balance of the Term (15 years) with the same terms and conditions but not subject to the eight million dollar (\$8,000,000.00) cap. Under this option, the term of the agreement is twenty (20) years from the date this Agreement is executed, or

b) Terminate the Agreement and revert back to a traditional Chapter 163 (CRA) for the purpose of tax increment financing. Under this option, the term of the agreement is twenty five (25) years from the date this Agreement is executed.

(i) If the Pilot Period is not extended beyond the first five year term, the County shall be obligated to make applicable tax increment payments for all taxable property within the CRA Area, based on a Base Year calculated from year six (6) and thereafter, except the properties described in the Section 2.21 (b)(ii), for twenty (20) years.

(ii) For those properties for which payments have been applied from the \$8,000,000 under the Pilot Project and as described in this Section, the County shall not be obligated to pay tax increments on those properties.

2.3 The size of the proposed CRA shall be limited to one hundred and forty (140) acres which is approximately one percent (1%) of the total area of the City.

2.4 All redevelopment activities conducted with respect to the Redevelopment Area shall be in conformance with the Plan, as the same may be amended, from time to time.

3.0 Project Financing

3.1 The City and the CRA expressly agree that County Investment Monies from the Downtown Coral Springs CRA shall not be used for administrative purposes. It is further agreed, subject to the terms and conditions contained herein, to use County investment

monies from the Downtown Coral Springs CRA only for improved or unimproved land acquisition, design and construction of public improvements which are necessary to the successful development of the community redevelopment project and as are contained in the Plan. The City and CRA also agree, to the maximum extent provided by Federal and/or Florida law, to leverage project financing with high credit City revenues, special assessments, developers guarantees, other credit worthy revenues and/or legal instruments to assure the lowest possible tax-exempt interest rate.

- 3.2 The City and CRA also agree to comply with all the terms and conditions of Broward County Resolution No. 2001-538, which is attached hereto as Exhibit "A" and incorporated by reference. The City and CRA shall establish a "critical path timeline" for the Project.
- 3.3 The County investment will be exercised the earlier of City issuing a non-appealed Development Order, as defined by Chapter 380, Florida Statutes, or a Pre-Development Agreement, as defined in Chapter 380, Florida Statutes, which may precede the Development Order, and which is consistent with the Plan. Copies of the application for development approval (ADA) and the adopted Development Order shall be delivered to the copy recipients described in Section 8.7, hereinafter described. Each party, when receiving such document, shall distribute same promptly and with due diligence.
- 3.4 The City is willing to cooperate with the County to maximize the net fiscal impact from the proposed CRA, based upon the agreed to funding commitment consistent with this Agreement by limiting the

County's investment contributions to an amount that is mutually agreed to in order to meet the requirements of the adopted development and financial plans.

3.5 In establishing the "critical path timeline" for the Project, the County will invest in the CRA projects in phases. The City will give the County a courtesy notification thirty (30) days in advance of submitting a project and/or phase for funding. The County investment will be exercised when a development or redevelopment project(s) is consistent with the Plan and with a minimum project value of ten million dollars (\$10,000,000) including land value and after the developer of the project(s) has completed all necessary County and City project reviews and received all requisite County and City regulatory permits for ground-breaking as required, for each phase to implement the aforesaid investment.

3.6 The County investment will be exercised only after the project(s) has received firm financial/lending (debt and equity) commitments from the Parties. The mechanism and basis for the County's investment will be a draw down process of a specific amount of money calculated as follows:

The net present value of the County's share of the tax increment for a particular phase shall be calculated based on the following parameters:

Estimated Project Value	:	Project Cost (Land & Improvements)
Property Assessment Rate:		85% of Project Cost
TIF Collection Rate	:	95%
Property Appreciation Rate:		3.5%
Term	:	20 Years

County Millage: : Effective County Millage at the time of consideration

Discount Rate: : The interest rate from the table of a "Aa" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published as of the effective date of this Agreement. The discount rate will be determined as of the date when any applicable administrative amendments to this Agreement are approved for subsequent phases of the project(s).

3.7 The net present value of the County share of the tax increment for a particular phase, shall be determined as a prerequisite for the approval of the development order, or a predevelopment agreement, as defined in Chapter 380, Florida Statutes.

3.8 In the event the actual net present value of the County share of the tax increment is fifteen percent (15%) or higher than the prior projection provided by the City for a particular Phase or in the annual report, then, in that event, the City will give the County a courtesy notification of sixty (60) additional days beyond the notice provided for in Section 3.5 hereinabove.

3.9 Use of this interest rate scale for this net present value calculation is dependent upon the following conditions: (i) as long as the ratings for the City's general obligation bonds remain at "Aaa" and City's covenant to budget and appropriate debt remain within "Aa" or better by one or more rating services, and (ii) Municipal Market Data continues to publish the reference table or another substantially similar and mutually agreeable reference source is available as the source of the interest rate information. In absence

of any of the preceding conditions, the rate used to calculate the net present value shall be specified in an amendment to this Agreement.

- 3.10 Approval of County Investment and Payment: The City shall submit a request for payment in accordance with this Agreement in letter form, describing with particularity the phase of development, the project and the amount requested to the County for processing. Upon receipt of the requisition for payment, the County shall, with due diligence, review the application for payment, determine its reasonable consistency with this Plan and the schedules set forth in Paragraph 3.6 hereinabove set forth. The County shall have up to thirty (30) calendar days to review the application for payment and, if deemed to be reasonably consistent, then, in that event, the County shall remit payment to the City within thirty (30) calendar days thereafter. The County investment for each phase shall be calculated based on the parameters established above and will be approved for conformance with this Agreement by the County Administrator.
- 3.11 The parties covenant and agree that this Agreement provides a unique opportunity for the County, the City and the CRA to engage in a long-term relationship to promote the health, safety and welfare of the citizens and residents of Broward County and to also provide a mechanism of financing and project development which requires solemnity and continuation. In that regard, the parties further covenant and agree that this Agreement shall not be terminable or cancelable during its term unless and until a court of competent

jurisdiction determines, as a matter of law, that this Agreement is not enforceable or valid.

- 3.12 The City, either directly or through the CRA, has established and will maintain a Redevelopment Trust Fund, as required by applicable law.
- 3.13 The City, either directly or through the CRA, shall develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the City may, either directly or through the CRA, expeditiously and without undue delay, utilize such funds in accordance with the Board approved budget for the Redevelopment Area.
- 3.14 The City, either directly or through the CRA, may enter into interlocal agreements, sell bonds and execute notes and other forms of indebtedness, as well as collateral documents, to finance capital improvements deemed necessary for the Redevelopment Area. The City or the CRA agrees to provide the County with written notice at least thirty (30) days in advance of issuing any debt.
- 3.15 The City or CRA will advise the County as to amount, duration and purpose of such bonds, notes or other indebtedness. However, in furtherance of Resolution No. 99-1398, duly adopted by the Board on October 5, 1999, County approval is required in the event that any changes to the Redevelopment Plan would result in a boundary change, an extension of the term of the Redevelopment Plan or a change to the Redevelopment Plan of such magnitude as would

require a County or municipal land use plan amendment, prior to issuance of any such bond, note or other form of indebtedness including advances pledging or obligating tax increment revenue.

- 3.16 During the financing term herein, and in the event that Legislation is adopted affecting the parties hereto which provides the County with an option to alter or to modify the aforementioned financing term, the County covenants and agrees it will not alter or modify the financing term and consequently shall fulfill the terms, conditions and provisions hereof to the extent legally permissible under Florida law. The City and the CRA shall reasonably encourage the participation of and utilization of small and minority businesses, specifically with respect to the engagement or co-engagement of a financial advisor, bond counsel, underwriters' counsel, and underwriting services in the development of the Redevelopment Area.

4.0 City/County Coordination

- 4.1 The County Administrator, or designee, shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the City and the CRA for the Redevelopment Area. The Redevelopment Area Coordinator shall be the County's representative for the Redevelopment Area and shall be the designated person to receive all data and reports pertaining to the Plan.
- 4.2 The City, either directly or through the CRA, shall be responsible for implementing and conforming to the Plan, including developing and implementing proposals for indebtedness and bond financing,

acquisition, disposition and relocation activities, eminent domain activities, coordination and implementation of the design and construction of public improvements necessary to support the redevelopment of the Redevelopment Area, and such other projects and activities as are contemplated by the Plan. In the event the City or the CRA deems it necessary to validate any proposed financing, including the obligations thereunder, related to the foregoing, the County agrees to participate as a joint plaintiff. In developing the strategy or prosecution of any such proceeding, the judgment of the City shall prevail.

- 4.3 The City and the CRA agree that by March 31 of each year the City and the CRA shall submit to the County, in addition to the requirements of Chapter 163, Sections 163.356, 163.387 and 163.362, Florida Statutes, a detailed report of the progress made in carrying out the Redevelopment Plan. The annual report provided by the City and the CRA to the County shall include a section that speaks to the CRA's "Five Year Plan," which would include the critical path timeline and the CRA's projected acquisition, construction and financial projections for the next five years on how the project phases will be built out.
- 4.4 The detailed report of the progress made in carrying out the Redevelopment Plan is to include time frames and benchmarks, including, but not limited to, accounting of County investment monies, enhancements to the tax base, any leverage of private or non-ad valorem funds, costs and revenues, growth in new business, reduction of incompatible land uses or code violations,

improvements to infrastructure and ongoing benefits to the larger Community.

4.5 The County shall review the progress report and determine if the Redevelopment Plan has progressed in a satisfactory manner. At the request of the County, the City and/or the CRA shall submit additional progress reports on the Plan and Redevelopment area activities, if necessary. The parties hereto shall exercise reasonable due diligence throughout the term hereof such that the progress contemplated shall be consistent with the approved Plan.

4.6 The annual budget report shall be submitted to the County not later than forty-five (45) days prior to the beginning of each City fiscal year in a format approved by the County. At the request of the County, the City or the CRA shall submit additional progress reports on the Plan and Redevelopment Area activities.

5.0 Project Management, Administration and Coordination

5.1 The City and/or the CRA shall consider any reasonable request of the County with respect to implementing any plan of action related to the Plan. The City and/or the CRA shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined by the City and/or the CRA, copies of which shall be delivered to the Redevelopment Area Coordinator beginning one year from the implementation of this Agreement.

5.2 The Redevelopment Area Coordinator shall receive from the City and/or the CRA advance notice of all public meetings related to development of projects pursuant to this Agreement and on a regular basis, information regarding the progress of all such development through the design and construction of such projects.

5.3 The City and/or the CRA shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the planning, design and construction of such redevelopment projects.

6.0 Amendments to the CRA Plan

6.1 Once the Board approves and adopts any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the City Commission pursuant to this Agreement shall be exercisable either directly or through the CRA, with respect to such amendments and modifications.

6.2 Any amendments to the Plan as required by Section 163.361, Florida Statutes, must have prior approval of the Board before the City, either directly or through the CRA, may implement the changes contemplated by the amendments. Once approved, however, the City, either directly or through the CRA, may implement the amendments thereto.

6.3 Amendments and modifications are defined in accordance with Resolution No. 99-1398 duly adopted by the Board on October 5, 1999, and include boundary changes, an extension to the term of the Redevelopment Plan involving the continuing contribution by the taxing authorities beyond the original plan adoption and change to the Redevelopment Plan of such magnitude as would require a county or municipal land use plan amendment.

7.0 Annual Audit

7.1 The City, either directly or through the CRA, shall cause an independent audit by a Certified Public Accounting firm to be

performed on an annual basis, in compliance with 163.387 and 163.356, Florida Statutes, to be forwarded to the County within thirty (30) days of completion. In compliance with Chapter 163, Sections 163.387 and 163.356, the County shall review the audit and if it deems necessary, for purposes of being fiscally responsible to all County residents, shall have the ability to cause an independent audit to be performed on an annual basis.

8.0 Miscellaneous

8.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto 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.

8.2 Merger: This Interlocal 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 Interlocal 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. 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 Interlocal Agreement.

- 8.3 Assignment: The respective obligations of the parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other party.
- 8.4 Records: City and County shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 8.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the Coral Springs City Manager or designee, the CRA Chair, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy specifically established by the respective commissions through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 8.6 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of City and County and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 8.7 Notices: 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,

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 COUNTY: County Administrator
Broward County Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: _____

FOR CITY : City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

With a copy to: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

FOR CRA: John Ruffin, Chair
c/o City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

With a copy to: Samuel S. Goren, CRA Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

- 8.8 Governing Law and Venue: This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 8.9 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or County elects to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. 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 an event, the Parties agree to cooperate fully with the other to effectuate a smooth transition of services.
- 8.10 Amendments: Except as expressly authorized in this Interlocal Agreement, 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 Interlocal Agreement and executed by the Parties.
- 8.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this

Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal 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 Interlocal Agreement.

- 8.12 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 Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Interlocal Agreement shall prevail and be given effect.
- 8.13 Compliance with Laws: The parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the respective duties, responsibilities, and obligations pursuant to this Interlocal Agreement.
- 8.14 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 8.15 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

8.16 Gender: 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.

8.17 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement.

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 23rd day of September, 2003 and the CITY OF CORAL SPRINGS,


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signing by and through its Mayor or Vice Mayor, duly authorized to execute same and the CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY signing by and through its Chair, duly authorized to execute same.

COUNTY

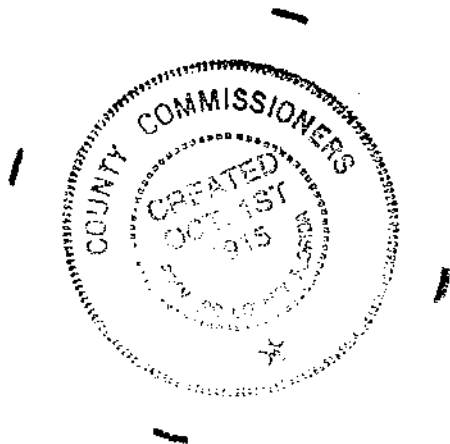
ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS


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

By 
Mayor

23rd day of September, 2003

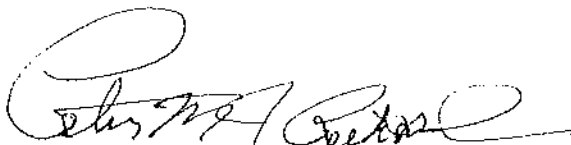


Approved as to form
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
Carl L. Kitchner
Assistant County Attorney

CITY OF CORAL SPRINGS


CITY OF CORAL SPRINGS


CITY Clerk

By 
Mayor

10th day of September, 2003

APPROVED AS TO FORM:

By  9/12/03

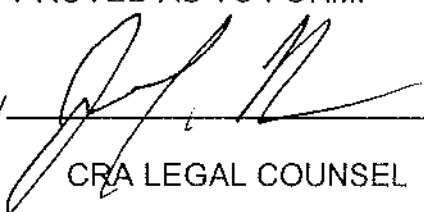
COMMUNITY REDEVELOPMENT AGENCY

CORAL SPRINGS COMMUNITY
REDEVELOPMENT AGENCY

By  _____ Chair

17th day of October, 2003

APPROVED AS TO FORM:

By  _____
CRA LEGAL COUNSEL

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