

Return recorded document to:
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Broward County Attorney's Office
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Fort Lauderdale, Florida 33315

Document prepared by:
Yesenia Alfonso, Assistant County Attorney
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320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF FORT LAUDERDALE FOR AIRPORT ZONING REGULATIONS**

This Interlocal Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a Florida municipal corporation, created and existing under the laws of the State of Florida ("City") (County and City collectively referred to as the "Parties").

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969."

B. It is the purpose and intent of the Parties to permit County and City to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions.

C. County owns and operates the Fort Lauderdale-Hollywood International Airport and North Perry Airport, located in Broward County, Florida (individually and collectively, referred to as "Airport").

D. City owns and operates the Fort Lauderdale Executive Airport, located in Fort Lauderdale, Florida.

E. A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, as amended, of the Airport, is located within City's and County's municipal limits, as depicted in **Exhibit A**, attached hereto and incorporated herein.

F. A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, as amended, of the Fort Lauderdale Executive Airport, is located within City's and County's municipal limits, as depicted in **Exhibit B**, attached hereto and incorporated herein.

G. City and County are required by Section 333.03(1)(b), Florida Statutes, as amended, to either: (i) enter into an interlocal agreement to adopt, administer, and enforce the airport zoning regulations; or (ii) adopt an ordinance, regulation, or resolution creating a joint airport zoning board that shall adopt, administer, and enforce a set of airport zoning regulations.

H. Pursuant to the requirements of Section 333.03(1)(b), Florida Statutes, as amended, the Parties desire to enter into this Agreement to administer and enforce the Airport Zoning Regulations (as defined herein).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. BACKGROUND; PURPOSE AND INTENT

1.1 The Parties agree and stipulate that the foregoing recitals are true and correct, and are incorporated herein by reference.

1.2 The purpose and intent of this Agreement is for County and City, pursuant to Section 163.01, Florida Statutes, as amended, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities in order to comply with Section 333.03, Florida Statutes, as amended.

ARTICLE 2. AIRPORT ZONING REGULATIONS

2.1 Airport Zoning Regulations. Pursuant to Section 333.03, Florida Statutes, as amended, City and County are required to adopt, administer, and enforce airport protection zoning regulations under their respective police powers. Pursuant to the procedures specified in Section 333.05, Florida Statutes, as amended, City and County shall administer and enforce Section 5-182.10 of the Broward County Code of Ordinances ("Code") and Sections 47-3.12. and 47-14. of City's Unified Land Development Regulations applicable within its jurisdiction and governing the use of land on, adjacent to, or in the immediate vicinity of the Airport and Fort Lauderdale Executive Airport, in compliance with Chapter 333, Florida Statutes (individually and collectively, referred to as the "Airport Zoning Regulations"), as amended.

2.2 Notice Provided to County. City shall, in writing, notify County of the following:

A. City Amendments. City must disclose to County in writing any proposed amendment to City's Comprehensive Plan, Future Land Use Map, Official Zoning Map, zoning regulations, or Airport Zoning Regulations, that may directly or indirectly affect property within the airport hazard area as defined in Section 333.01(4), Florida Statutes (collectively, "Plan, Map, or Regulations"), no later than thirty (30) calendar days prior to the date set for the first public hearing to consider the proposed amendment to the Plan,

Map, or Regulations. County shall provide City with any written comments at least fifteen (15) days prior to the date of the first public hearing City scheduled to consider the proposed amendment to the Plan, Map, or Regulations, and City shall consider the written comments in its amendment to the Plan, Map, or Regulations.

B. City Development Review. City and County acknowledge their respective obligations to administer and enforce the Airport Zoning Regulations. City shall initially screen the development or object of natural growth project applications (“City Application”) that are within its jurisdiction and in the Airport Hazard Areas (as defined in Section 5-201 of the Code), and if any City Application has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, as amended, City shall notify County of the City Application. City shall notify each applicant that the applicant must also comply with County’s Obstruction Approval requirements, as set forth in Section 5-182.10(c) of the Code, for the City Application. The applicant must send any modifications to the City Application that has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, as amended, to County for additional review. The Airport Hazard Area is outlined in the Airspace Imaginary Surfaces Composite Map, as referenced in Section 5-182.10(d) of the Code.

C. County Development Review. County shall initially screen the development or object of natural growth project applications (“County Application”) that are within its jurisdiction and in the Airport Hazard Areas (as defined in section 47-14. of City’s Unified Land Development Regulations), and if any County Application has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, County shall notify City of the County Application. County shall notify each applicant that the applicant must also comply with Sections 47-3.12. (if applicable as determined by City) and 47-14. of City’s Unified Land Development Regulations. The applicant must send any modifications to the County Application that has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, as amended, to City for additional review.

2.3 County Obstruction Approval. City agrees that no development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure or an object of natural growth that may be considered a hazard or obstruction to air navigation, as determined by County, unless an Obstruction Approval determination is granted by County, pursuant to Section 5-182.10(c) of the Code.

2.4 City Development Permit Approval. County agrees that no development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure or an object of natural growth that may be considered a hazard or obstruction to air navigation, as determined by City, applicable within its jurisdiction and governing the use of land on, adjacent to, or in the immediate vicinity of the Fort Lauderdale Executive Airport, unless written approval is provided by City in indicating that the application

for the development permit complies with Sections 47-3.12. (if applicable as determined by City) and 47-14. of City's Unified Land Development Regulations.

ARTICLE 3. GOVERNMENTAL 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. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent required by law.

ARTICLE 4. MISCELLANEOUS

4.1 Joint Preparation. The preparation of this Agreement has been a joint effort of the Parties 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.

4.2 Entire Agreement and Modification. This Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, 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.

4.3 Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

4.4 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. City shall maintain the records, books, documents, and papers associated with this Agreement in accordance with Chapter 119, Florida Statutes.

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) 359-6100, JCHAMBERS@BROWARD.ORG AND ALSO COPY CONTACTFLL@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

954-828-5010, CABROWN@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

4.5 Recording and Filing. This Agreement shall be recorded in the public records of Broward County, at County's expense, in accordance with the Florida Interlocal Cooperation Act of 1969, and filed with the Florida Department of Transportation, pursuant to Section 333.03(3), Florida Statutes. The effective date of this Agreement shall be upon its recordation in the Official Records of Broward County.

4.6 Default. In the event of any default or breach of any of the terms of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel the other party to abide by the terms of this Agreement.

4.7 Notices. Unless otherwise stated herein, for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective when deposited in the mail or hand delivered (provided the contemporaneous email is also sent). Addresses and email addresses may be changed by the applicable party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Aviation Department
Attn: Airport Development - Airspace Review
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: airspacereview@broward.org

FOR CITY:

City of Fort Lauderdale
Attn: City Manager
101 NE Third Avenue, Suite 1430
Fort Lauderdale, Florida 33301
Email address: gchavarria@fortlauderdale.gov

with a copy to:

City of Fort Lauderdale
Attn: City Attorney
1 East Broward Boulevard, Suite 1605
Fort Lauderdale, Florida 33301
Email address: cityattorney@fortlauderdale.gov

City of Fort Lauderdale
Attn: City Clerk
1 East Broward Boulevard, Suite 444
Fort Lauderdale, Florida 33301
Email address: dsoloman@fortlauderdale.gov

4.8 Law, Jurisdiction, Venue, 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 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

4.9 Conflict. In the event that this Agreement conflicts with any other agreement pertaining to the Airport Zoning Regulations, the Parties agree that the terms and conditions contained in this Agreement shall prevail.

4.10 Governing Statutes. Chapter 333, Florida Statutes, and Title 14, C.F.R. Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, subpart C, including as amended, shall be utilized to clarify any ambiguities with regard to relevant aspects of the Agreement, including its scope, use, obstruction standards, and definitions.

4.11 Counterpart Originals. The Parties agree that this Agreement may be executed in counterparts, whether signed physically or electronically, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the Parties.

4.12 Severability. If 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.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 13th day of December, 2022, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By _____
Yesenia Alfonso (Date)
Assistant County Attorney

By _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/em
ILA City of Fort Lauderdale
09/22/23
80071.0122

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF FORT LAUDERDALE FOR AIRPORT ZONING REGULATIONS**

CITY

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria
City Manager

(CORPORATE SEAL)

ATTEST:

David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Shari C. Wallen, Esq.
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2023, by **Dean J. Trantalis**, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

[SEAL]

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2023, by **Greg Chavarria**, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

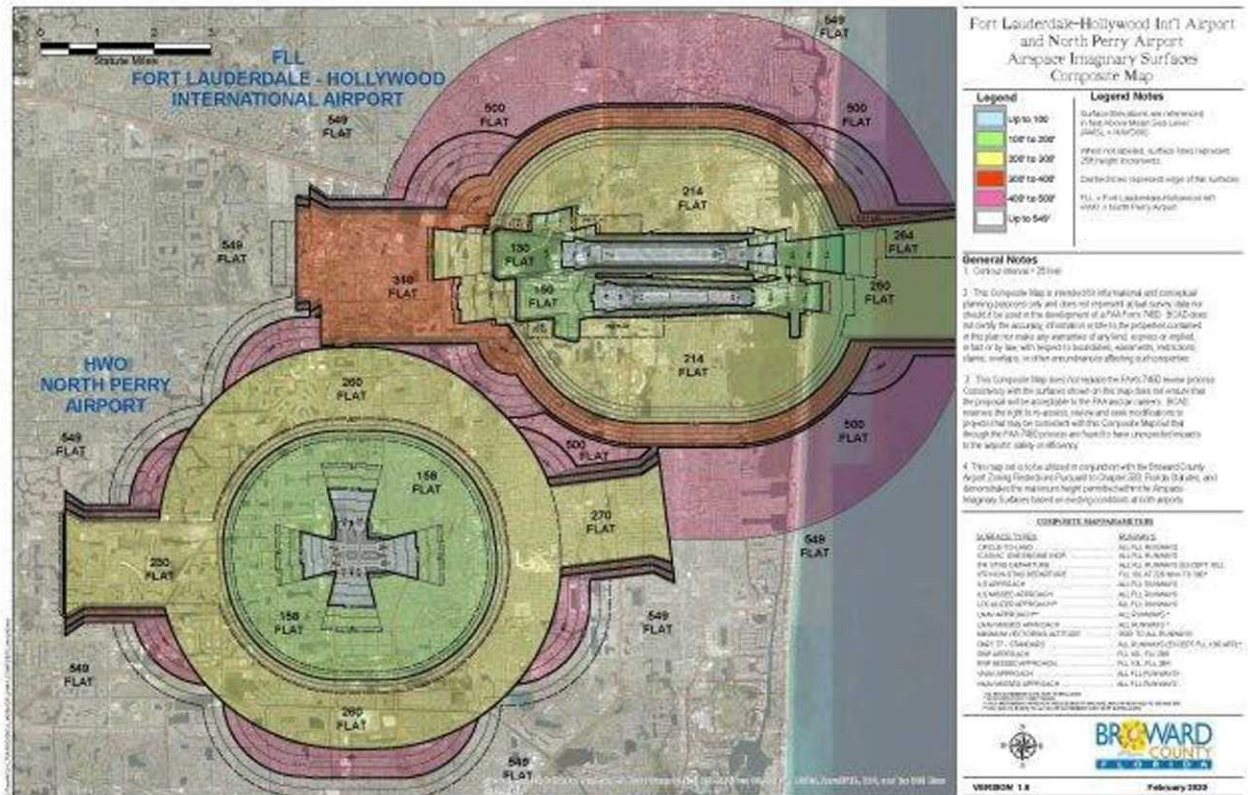
[SEAL]

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A – AIRPORT HAZARD AREA FOR THE AIRPORT



This **Exhibit A** may be amended from time to time by County providing written notice of such changes to City.

EXHIBIT B – AIRPORT HAZARD AREA FOR THE FORT LAUDERDALE EXECUTIVE AIRPORT

This **Exhibit B** may be amended from time to time by City providing written notice of such changes to County.

(The remainder of this page is intentionally left blank.)

Legend

-  Airport Hazard Area
-  Landfill Restriction Area
-  Approach Surface Above Critical Surfaces
-  Departure Surface Above Critical Surfaces
-  Critical Part 77 Airspace Height Restriction Contours
-  Critical Departure Airspace Height Restriction Contours
-  Existing / Future Airport Reference Point

