FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY WEIGHT BEARING LIMIT INTERLOCAL AGREEMENT

This Agreement, made and entered into this the 23rd day of MAY, 2018, is by and between the City of Fort Lauderdale ("**FORT LAUDERDALE**") and City of Tamarac ("**TAMARAC**") (collectively, the "**Parties**"), both municipal corporations organized and existing pursuant to the laws of the State of Florida.

RECITALS

WHEREAS, on February 5, 1981, **FORT LAUDERDALE** and **TAMARAC** entered into a Settlement Agreement and Final Judgment (the "Final Judgment") in the case of *City of Tamarac, Florida v. Neil Goldschmidt, Secretary of Transportation of the United States of America, the City of Fort Lauderdale, et al,* Case No. 80-6471 CIV-NCR in the U.S. District Court for the Southern District of Florida, which provided that Fort Lauderdale Executive Airport ("FXE") Runway 08-26 will not be strengthened to accommodate any aircraft in excess of a sixty thousand pound (60,000 lb.) dual wheel load category (the "Weight Bearing Limit") until an environmental assessment ("EA") was performed compliant with Federal Aviation Administration ("FAA") codes and standards; and

WHEREAS, the FXE 1986 Master Plan, and the FXE 1995 Updated Master Plan indicated that Runway 9-27 (f/k/a Runway 08-26) had a pavement strength of 64,000 lb. dual-wheel load; and

WHEREAS, in 2003, a pavement evaluation was performed for a rehabilitation project to Runway 9-27 to improve the existing conditions of the pavement due to water damage, and, although, the rehabilitation was not intended to strengthen the runway's pavement, but resulted in an increase in the dual-wheel load pavement capacity for Runway 9-27; and

WHEREAS, in 2015, a pavement evaluation was performed on Runway 9-27 using the Aircraft Classification Number/Pavement Classification Number (CAN/PNC) methodology which established a pavement strength of 81,000 lb. dual-wheel load for Runway 9-27; and

WHEREAS, FXE Runway 9-27 has been the subject of an Environmental Assessment ("EA") dated June 15, 2017, which analyzed the lifting of the Weight Bearing Limit as provided in the Final Judgment in order to provide for the use of newer and less noisy aircraft at FXE; and

WHEREAS, **TAMARAC** and **FORT LAUDERDALE** agree that it is in the best interest of both municipalities to enter into this Interlocal Agreement, rather than seek judicial review of the Final Judgment, in order to lift the current Weight Bearing Limit, in order to allow for 81,000 dual-wheel load aircraft to utilize FXE Runway 08-026, as the lifting of the Weight Bearing Limit will permit newer and less noisy aircraft to utilize FXE; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them

to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, this Agreement serves both a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the residents and businesses located within each respective municipality.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. The foregoing WHEREAS clauses are hereby ratified and incorporated herein by reference.

2. Pursuant to this Agreement, **TAMARAC** shall not object, or take any action in opposition to **FORT LAUDERDALE's** request to the Federal Aviation Administration to increase in the Weight Bearing Limit on Runway 9-27 (f/k/a Runway 8-26) at the Fort Lauderdale Executive Airport from 60,000 lb. dual-wheel weight-bearing limit to 81,000 lb. dual-wheel weight-bearing limit. The parties agree and acknowledge that pursuant to this Interlocal Agreement, the parties do not desire to amend or modify the Final Judgment, or to seek any judicial review under the Final Judgment, as defined herein.

3. This Agreement may be modified only by the prior written approval of both parties.

4. Any notice from either party to the other party shall be in writing and shall be by certified U.S. mail, return receipt requested, or by overnight courier or by hand delivery.

Notice to **FORT LAUDERDALE** shall be addressed as follows:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Notice to **TAMARAC** shall be addressed as follows:
City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

5. If any provision of this Agreement is held by a court of competent jurisdiction to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provision.

6. This Agreement contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

7. This Agreement is governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

8. The effectiveness of this Interlocal Agreement is conditioned on **FORT LAUDERDALE** filing this Interlocal Agreement, at **FORT LAUDERDALE's** expense, with the Clerk of Circuit Court of Broward County, Florida, in accordance with Section 163.01, Florida Statutes (2017).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CITY OF TAMARAC

BY: _____
MICHAEL C. CERNECH,
CITY MANAGER

ATTEST:

_____
PATRICIA A. TEUFEL, CMC
CITY CLERK

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

APPROVED AS TO FORM:

BY: _____
OFFICE OF THE CITY ATTORNEY

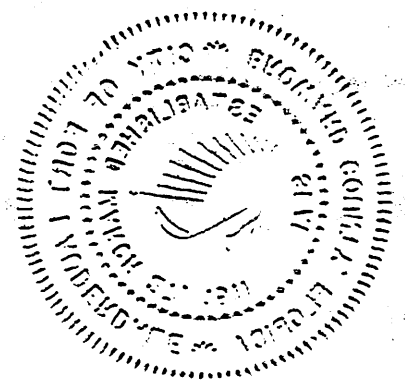
CITY OF FORT LAUDERDALE

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

_____
Dean J. Trantalis, Mayor

_____
Lee R. Feldman, City Manager



Approved as to form:

By: _____

Candace R. Duff,
Assistant City Attorney

4 06
6/28/18

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 6/21/2018

DOCUMENT TITLE: CITY OF TAMARAC – FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY WEIGHT BEARING LIMIT INTERLOCAL AGREEMENT

COMM. MTG. DATE: 06/19/2018 **CAM #:** 18-0598 **ITEM #:** CM-6 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** J. Larregui/5106 **Action Summary attached:** ☒YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) Dept: CMO **Router Name/Ext:** L. Mcintosh/5014 **# of originals routed:** 4 **Date to CAO:** 6/20/18

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2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 4

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 6/21/18 Candace R. Duff (Attorney's Name) CRD (Initials)

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3) City Clerk's Office: # of originals 4 **Routed to:** K. Arthurs/CMO/X5013 **Date:** 6/22/18

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4) City Manager's Office: CMO LOG #: 544-80 Document received from: 6/28/18

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☒ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____ (Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*

Comments/Questions: _____

Forward 4 originals to ☒ Mayor ☐ CCO **Date:** 6/25/18

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5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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6) City Clerk's Office: Retains 1 Original and forwards 3 Originals to: **D. Varisco/TAM/3764**

Attach __ certified Reso # __ ☐ YES ☒ NO

Original Route form to CAO/A. Sperling

Rev. 12/22/16