

Return recorded document to:
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Fort Lauderdale, Florida 33315

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

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF COOPER CITY 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 Cooper City, 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, 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. A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, of the Airport, is located within City's and County's municipal limits.

E. City and County are required by Section 333.03(1)(b), Florida Statutes, 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.

F. Pursuant to the requirements of Section 333.03(1)(b), Florida Statutes, the Parties desire to enter into this Agreement to administer and enforce the Airport Zoning Regulations (as defined herein) in the Broward County Code of Ordinances (“Code”).

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.

ARTICLE 2. AIRPORT ZONING REGULATIONS

2.1 Airport Zoning Regulations. Pursuant to the procedures specified in Section 333.05, Florida Statutes, City shall administer and enforce Section 5-182.10 of the Code and any regulations enacted by City applicable within its jurisdiction and governing the use of land on, adjacent to, or in the immediate vicinity of the Airport, in compliance with Chapter 333, Florida Statutes (“Airport Zoning Regulations”).

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

A. Amendments. City must disclose to County 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 any public hearing to consider the proposed amendment to the Plan, Map, or Regulations. City shall consider any comments received by County before making its final decision regarding the amendment to the Plan, Map, or Regulations.

B. 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 (“Application”) that are within its jurisdiction and in the Airport Hazard Areas (as defined in Section 5-201 of the Code), and if any Application has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, City shall notify County of the 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 Application. Any modification to the Application that has the potential to

create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, shall be sent 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.

2.3 Obstruction Approval. The Parties agree 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.

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.

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 upon mailing or hand delivery (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 Cooper City
Attn: Community Development Department
9090 SW 50th Place
Cooper City, Florida 33328
Email address: jchockley@coopercity.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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
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/ch
ILA City of Cooper City
11/01/22
80071.0122

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

CITY

CITY OF COOPER CITY

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney