

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAUDERHILL AND THE CITY OF FORT LAUDERDALE FOR THE MAINTENANCE AND REPAIR OF A STORMWATER SYSTEM STARTING AT THE INTERSECTION OF KENTUCKY AVENUE WITH BROWARD BOULEVARD PROCEEDING NORTH ALONG NW 35TH AVENUE AND ENDING AT THE NEW RIVER C-12 CANAL

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into on this _____ day of _____, 2026, by and between:

CITY OF LAUDERHILL
a municipal corporation
5581 W. Oakland Park Blvd
Lauderhill, FL 33313
(hereinafter referred to
as "LAUDERHILL")

and

CITY OF FORT
LAUDERDALE
a municipal corporation
101 NE Third Avenue, Ste. 2100
Fort Lauderdale, Florida 33301
(hereinafter referred to as
"FORT LAUDERDALE")
(collectively "the Parties")

WHEREAS, Broward County (COUNTY) constructed a regional stormwater management system that conveys stormwater from north of Davie Boulevard, east of State Road 7, west of NW 31st Avenue and south of the New River Canal C-12 (Composite EXHIBIT 1); and

WHEREAS, LAUDERHILL is required to maintain that drainage system that conveys stormwater from the intersection of Broward Boulevard with NW 35th Avenue north to the discharge point at the New River Canal C-12 per executed Agreement (EXHIBIT 2 Lauderhill Annexation Agreement, signed by COUNTY Board of Commissioners, meeting date: December 6, 2005, between COUNTY and LAUDERHILL), to implement Annexation of the St. George and West Ken Lark neighborhoods and the Swap Shop Commercial Properties into LAUDERHILL; and

WHEREAS, FORT LAUDERDALE is required to maintain a drainage system from the Melrose Park neighborhood at Kentucky Avenue, which is south of the intersection of Broward

Boulevard and NW 35th Avenue per executed Agreement (EXHIBIT 3 Fort Lauderdale Melrose Park Annexation Agreement, signed by COUNTY Board of Commissioners, meeting date: December 3, 2002, between COUNTY and FORT LAUDERDALE to implement the Annexation of the Melrose Park neighborhood into FORT LAUDERDALE); and

WHEREAS, the geographical area serviced by LAUDERHILL is directly adjacent to the geographical area serviced by FORT LAUDERDALE; and

WHEREAS, the drainage system serviced by FORT LAUDERDALE was designed to convey stormwater northward through the drainage system serviced by LAUDERHILL; and

WHEREAS, LAUDERHILL and FORT LAUDERDALE desire to establish clear roles and responsibilities to ensure proper operation and maintenance of the shared stormwater system; and

WHEREAS, both LAUDERHILL and FORT LAUDERDALE recognize that it is in the best interest of the citizens of LAUDERHILL and FORT LAUDERDALE to have in place a written agreement to prepare for and address operations during unexpected weather or other emergencies and to ensure that the residents of LAUDERHILL and FORT LAUDERDALE have a proper stormwater conveyance system; and

WHEREAS, it will be beneficial to both Parties to enter into a maintenance agreement that supplements, but does not replace the obligations of the aforementioned annexation agreements; and

WHEREAS, the Parties desire to enter into this Agreement under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01, et al., Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties expressly covenant and agree as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DESCRIPTION OF MAINTENANCE/RESPONSIBILITIES OF PARTIES

2.1 Both Parties agree to abide by the operation and maintenance responsibilities in accordance with and conforming to permit requirements (EXHIBIT 4) and the standards of the Florida Department of Environmental Protection (FDEP), the South Florida Water Management District (SFWMD), and all other governmental bodies having regulatory jurisdiction over such matters, all consistent with principles and practices governing the operation of existing stormwater facilities as needed, during times of normal and temporary emergency and/or crisis.

"Temporary Emergency" shall be defined as the inability of one party to adequately serve its geographical area due to an unforeseen occurrence that is temporary in nature. Examples of Temporary Emergencies include, but are not limited to, tropical storms, hurricanes, high tides and king tides events as identified by regulatory agencies such as the National Weather Service (NWS) and the Florida's Division of Emergency Management or as declared by the City Manager or Mayor of either Party. The stormwater slide gates located inside the storm control structure located at the New River Canal C-12 shall remain open unless mutually agreed to by both parties in advance of altering the position of the gates, or when altering the position of the gates is consistent with operating protocol that is provided by LAUDERHILL to FORT LAUDERDALE and LAUDERHILL provides FORT LAUDERDALE notice that the position of the gates has been altered as soon as is reasonably practicable.

2.2 Maintenance and Repair: Maintenance and repair of the drainage system that starts at the intersection of Kentucky Avenue with Auburn Boulevard at the Melrose Park neighborhood and runs north towards LAUDERHILL on Kentucky Avenue crossing Broward Boulevard, including the storm structures located at the intersection of NW 35th Avenue with NW 1st Court, and proceeding north to the discharge at the New River Canal C-12 shall be assigned as follows and consistent with Table 1:

- (a) The Parties acknowledge and agree that each Party owns the stormwater infrastructure located within their City limits and in conformance with their annexation agreement.
- (b) This Interlocal Agreement specifically applies to the management, operation, maintenance, and repairs of the storm assets located from the intersection of Kentucky Avenue with Auburn Boulevard in the Melrose Park neighborhood to the intersection of Broward Boulevard with NW 35th Avenue, going north along NW 35th Avenue in the City of Lauderhill, towards the intersection with NW 1st Court, and ending at the storm structure (housing the slide gates) and discharge outfall located at the New River Canal C-12 on the South Side of Sunrise Boulevard and approximately 676 feet West of NW 34 Avenue in the City of Lauderhill as listed in Table 1 below.
- (c) Inspection frequency shall be in accordance with the Party's NPDES permit or as described in Table 1, whichever is more frequent.
- (d) Maintenance shall be performed as indicated by inspections or consistent with applicable permit requirements, whichever is more frequent.
- (e) Maintenance shall be performed consistent with Florida

Department of Environmental Protection (FDEP) Best Management Practices (BMP) or as required by each Party's National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer System (MS4).

- (f) Maintenance frequency shall be in accordance with the Party's NPDES permit or as described in Table 1, whichever is more frequent.
- (g) Any temporary modification of this stormwater management system (including the operation of the slide gates) within the geographic limits previously described, north of the center line of Broward Boulevard, which may impact the original design conveyance of the system requires notification and agreement prior to modification.
- (h) Any permanent modification of this stormwater management system within the geographic limits previously described, either north or south of the center line of Broward Boulevard, from the original design conveyance of the system requires mutual written agreement of the Parties prior to modification.

2.3 Easement: LAUDERHILL shall grant FORT LAUDERDALE a public drainage easement in a substantially similar form as EXHIBIT 5 for the maintenance of the stormwater assets included in the easement boundaries within thirty (30) days of the execution of this Agreement. Upon execution, said easement may be recorded in the Official Records of Broward County, Florida.

FORT LAUDERDALE agrees to be responsible for the costs attributable to FORT LAUDERDALE's required maintenance of the stormwater assets included in the easement boundaries.

FORT LAUDERDALE agrees to be responsible for the costs attributable to FORT LAUDERDALE's repair or installation of improvements of the stormwater assets included in the easement boundaries. Notwithstanding this requirement, Lauderhill shall be responsible for **the costs** of repair or for required improvements of the **stormwater assets** if the costs **exceed \$250,000 during the first five years of the ILA; exceed \$300,000 during the second five years of the ILA; or exceed \$350,000 thereafter**. Should FORT LAUDERDALE's duty to maintain or improve the stormwater assets in the easement boundaries require a permit, FORT LAUDERDALE will apply for and obtain a permit from the appropriate entities. Replacement costs shall be borne by LAUDERHILL for assets under its ownership.

2.4 Coordination and Reporting: Each party agrees to provide a written report to the other party documenting the maintenance performed and any alteration of the portion of the conveyance system under their control during the previous year from May 1 to April 30. The reports will be exchanged on May 15 of each year.

TABLE 1 – STORMWATER ASSETS INCLUDED IN THIS AGREEMENT
(Refer to Composite Exhibit 1 for surveyed locations of stormwater assets)

Stormwater Asset	Owner	Inspection Entity	Inspection Frequency	Maintenance Entity	Coordination and Reporting
Two (2) 36-inch HDPE directional bored pipes to the structures S-5 & S-5.1 on NW 35 Ave	Lauderhill (North of centerline Broward Blvd)	Fort Lauderdale	Every two (2) years	Fort Lauderdale	Annual report from Fort Lauderdale to Lauderhill
Elliptical corrugated metal pipe to weir structure S-6 on NW 35 Ave	Lauderhill	Fort Lauderdale	Every two (2) years	Fort Lauderdale	Annual report from Fort Lauderdale to Lauderhill
Two large sedimentation structures (S-5 & S-5.1) on NW 35 Ave	Lauderhill	Fort Lauderdale	Every two (2) years	Fort Lauderdale	Annual report from Fort Lauderdale to Lauderhill
Manhole leading to weir and box structure (S-6)	Lauderhill	Fort Lauderdale	Annual	Fort Lauderdale	Annual report from Fort Lauderdale to Lauderhill
Structure S-6 and box structure on eastern swale of NW 35 Ave (S-7)	Lauderhill	Fort Lauderdale	As indicated by inspection of adjacent manhole	Fort Lauderdale	Annual report from Fort Lauderdale to Lauderhill
A 5,100 foot long, 7'x7' twin reinforced concrete storm culverts, starts at control weir structure S-7 and ends at the C-12 canal	Lauderhill	Lauderhill	Annual	Lauderhill	Annual report from Lauderhill to Fort Lauderdale
Discharge structure (slide gates) on C-12 canal	Lauderhill	Lauderhill	Per applicable permit and prior to any storm events	Lauderhill	Annual report from Lauderhill to Fort Lauderdale
Headwall, outfall and retaining fence	Lauderhill	Lauderhill	Quarterly	Lauderhill	Annual report from Lauderhill to Fort Lauderdale
SFWMD Permits #06-02523-P (Exhibit 4) Application # 000222-3 for Melrose Park Storm system, and Application # 990618-10 for Lauderhill Storm System)	COUNTY	Per annexation agreement with exceptions noted here	N/A	Per annexation agreement with exceptions noted here	Joint approach to ask COUNTY to work with SFWMD and to transfer to Parties
Broward County Surface Water Management License(s)	Each party for their respective systems	Each party for their respective systems	As required by 5-year renewal	Each party for their respective systems	Between each Party and Broward County pending COUNTY delivery of As-builts as described in the annexation agreements.
Inspection of entrance intake headwall at Kentucky Ave. (south of Broward Blvd.)	Lauderhill	Fort Lauderdale	Annually	Fort Lauderdale	Annual report from Fort Lauderdale to Lauderhill

SECTION 3. TERM OF AGREEMENT

This Agreement shall become effective upon approval of both parties and remain in effect for thirty (30) years. The Agreement may be renewed by the parties for an additional thirty-year term if agreed to by both parties. The Agreement may be terminated in accordance with section 7, below.

SECTION 4. COMPENSATION

4.1 Each party is responsible for costs of maintenance of the storm assets as shown under their responsibility on Table 1 of Section 2. There is no other compensation required from either party associated with this Agreement.

4.2 In the event that the permit agency(ies) place penalty fee(s) associated with failure to maintain the stormwater system in accordance with the issued permit, both Parties will be responsible for payment of their portion of the penalty fee as determined by the regulatory agency(ies). Nothing in this section shall be construed to prevent either party from appealing a decision of a permitting agency.

SECTION 5. WATER QUALITY

Both Parties agree and represent to each other that their respective stormwater and environmental groups will maintain the drainage system to meet current regulations, permit conditions, and environmental standards.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1 LAUDERHILL agrees, to the extent allowed by law, to indemnify and hold harmless FORT LAUDERDALE and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising from LAUDERHILL's negligence or LAUDERHILL's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names FORT LAUDERDALE as a party defendant and claims negligence on the part of a LAUDERHILL employee, FORT LAUDERDALE shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall be deemed a waiver by LAUDERHILL of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

6.2 FORT LAUDERDALE agrees, to the extent allowed by law, to indemnify and hold harmless LAUDERHILL and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising from FORT LAUDERDALE's negligence or FORT LAUDERDALE's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names LAUDERHILL as a party defendant and claims negligence on the

part of a FORT LAUDERDALE employee, LAUDERHILL shall be held harmless as to all costs and expenses associated with the litigation, related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall be deemed a waiver by FORT LAUDERDALE of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

6.3 The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing herein is intended to serve as a waiver by either Party of sovereign immunity or of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either governmental entity to be sued by third parties in any matter arising out of this Agreement.

SECTION 7. TERMINATION

7.1 Termination for Cause – The City Manager of the aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. If termination for cause is found reasonably necessary to immediately protect the public health or safety, the aggrieved party may immediately terminate by notice of the City Manager of the aggrieved party. The Parties agree that if a party erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

7.2 Termination for Convenience – The Parties reserve the right to cancel this Agreement for convenience by giving written notice to the other party with at least sixty (60) days' notice prior to the effective date of such cancellation.

7.3 Release of Public Drainage Easement - Upon either termination for cause or convenience, FORT LAUDERDALE shall release the public drainage easement within thirty (30) days of notice from LAUDERHILL to release said easement. This provision shall survive termination.

SECTION 8. COMPLIANCE WITH LAWS

FORT LAUDERDALE and LAUDERHILL shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

SECTION 9. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce the terms of this Agreement shall be brought in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **BOTH PARTIES EXPRESSLY HEREIN WAIVE A TRIAL BY JURY ON ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

SECTION 10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties relating to the subject matter hereof superseding all prior communications between the Parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both Parties. The failure of a Party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 11. PERMIT COOPERATION CLAUSE

Both parties agree to cooperate in good faith and take all necessary actions to assist each other in obtaining any and all permits, approvals, or authorizations required from any federal, state, or local regulatory authorities to effectuate this Agreement concerning the shared stormwater infrastructure maintenance. Each party shall promptly provide all documentation, information, and reasonable assistance required to facilitate the permitting process and ensure compliance with all applicable laws and regulations

SECTION 12. SEVERABILITY

Should any part, term or provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 13. NOTICES

13.1 All notices and other communications required or permitted under this Agreement shall be in writing and given by hand delivery, registered or certified mail, return receipt requested; overnight courier, or mail to:

LAUDERHILL: Public Works Director
2101 NW 49 Avenue
Lauderhill, FL 33313
Telephone: 954-730-2960

With copies to **City Manager**
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

City Attorney
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

and

FORT LAUDERDALE: Public Works Director
101 NE Third Ave, Ste 2100
Fort Lauderdale, FL 33301
Telephone: 954-828-5806

With copies to **City Manager**
101 NE Third Avenue, Ste. 2100
Fort Lauderdale, FL 33301

City Attorney
1 East Broward Blvd., Ste. 1320
Fort Lauderdale, FL 33301

or to such other address as either Party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- (a) on the date delivered if by personal delivery or overnight courier,
- (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and
- (c) on the date of transmission with confirmed read receipt if by email.

IN WITNESS WHEREOF, LAUDERHILL and FORT LAUDERDALE have caused these presents to be executed in their respective names, by the proper officials, the day and year first above written.

CITY OF LAUDERHILL

By: _____
Denise D. Grant, Mayor

By: _____
Kennie Hobbs, Jr. City Manager

Attest:

By: _____
Andrea M. Anderson, MMC
City Clerk

Approved As To Form:

By: _____
Hans Ottinto
City Attorney

ATTEST:

By: _____
David R. Solomon, City Clerk

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams, City Manager

Approved as to form and correctness:
Shari L. McCartney, City Attorney

By: _____
Eric W. Abend
Senior Assistant City Attorney

Composite EXHIBIT 1
Locations of stormwater assets

EXHIBIT 2
Lauderhill Annexation Agreement

EXHIBIT 3
Fort Lauderdale Melrose Park Annexation Agreement

EXHIBIT 4
South Florida Water Management District Permit 06-02523-P
Application 000222-3 for Melrose Park Storm System, and
Application 99618-10 for Lauderhill Storm System

EXHIBIT 5
Public Drainage Easement
And Legal Description