

**Prepared by:**

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115 S. Andrews Ave, Room 423  
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**Return original or certified  
recorded document to:**

Yvel Rocher, P.E.  
Public Works and Environmental Services  
Department, Environmental Permitting Div.  
1 North University Drive, Mailbox 201  
Plantation, FL 33324-2038

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**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF  
COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH,  
HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL,  
LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK,  
PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH,  
SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS  
FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND  
AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE  
NPDES MS4 PERMIT**

This is an Agreement (“Agreement”), made and entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderdale Hill, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park, and Wilton Manors, municipal corporations existing under the laws of the State of Florida (“Municipalities”), (each a “Party” and 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,” and other Florida law.

B. The United States Environmental Protection Agency (EPA), under the Federal Water Pollution Control Act (“Clean Water Act”) and related regulations, requires the Parties to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program.

C. The EPA recommended that the County act as “lead permittee” and the Municipalities act as “co-permittees.”

D. The State of Florida, pursuant to Section 403.0885, Florida Statutes, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act.

E. The EPA delegated the NPDES permitting program to the Florida Department of Environmental Protection (FDEP). FDEP implements the program through the rules adopted in Chapter 62-624, Florida Administrative Code (F.A.C.).

F. The County, through its Public Works and Environmental Services Department (PWESD), coordinates and conducts specific technical activities required by the NPDES MS4 Permits.

G. The County, through its PWESD, plans, designs, constructs, operates, and maintains County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees.

H. The Parties executed previous Interlocal Agreements on December 3, 1996, October 20, 1998, June 29, 2004, and May 7, 2013, all of which expired, to carry out tasks required by the NPDES MS4 Permit.

I. The Parties executed an Interlocal Agreement on November 7, 2017 (“Current Agreement”), after FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth five-year period. The Current Agreement will terminate upon FDEP’s issuance of the next iteration of the NPDES MS4 Permit.

J. The Municipalities wish to continue the County’s services of coordinating the co-permittees, pursuant to the NPDES MS4 regulations, and managing and performing technical tasks necessary to comply with the NPDES MS4 Permit.

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

#### **ARTICLE 1. DEFINITIONS**

1.1 **Agreement Administrator.** The Director of the Environmental Permitting Division.

1.2 **Board.** The Board of County Commissioners of Broward County, Florida.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Services.** All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 3 and Exhibit A.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Parties' Records Custodians</b>

## **ARTICLE 3. SCOPE OF SERVICES**

The Parties shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services. The Parties will amend the Scope of Services, if needed, to comply with the NPDES MS4 Permit conditions imposed upon permit renewal.

## **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 11.25 ("Effective Date") and shall continue in force and effect for five (5) years, unless terminated earlier by any Party's written notice of termination provided pursuant to Article 9 ("Term").

4.2 **Funding.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

## **ARTICLE 5. COMPENSATION**

Each Municipality will pay County in accordance with the schedule in Exhibit B. Payments shall be due on November 30, 2026, or the Effective Date of this Agreement, whichever is later, and on or before each November 30 thereafter during the duration of this Agreement. All payments shall be made to County at the address designated for Notices under Section 11.8. If Exhibit A must be modified to incorporate changes to the NPDES MS4 Permit conditions imposed upon

permit renewal, the Parties shall modify Exhibit B as needed to account for the change in cost to perform the Services.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. The Parties represent and warrant that execution of this Agreement is within their respective legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

6.2. Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon the Municipalities' representations to County, and County certifies that the information supplied, including without limitation those made by County during the negotiation of this Agreement, are accurate, complete, and current as of the date Municipalities execute this Agreement.

6.3. Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represent that its entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. County represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as an entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. County represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with Municipalities on any of the grounds stated in Section 287.135, Florida Statutes. County represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Warranty of Performance. County represents and warrants that it possesses the knowledge, skill, and experience required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. County represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Prohibited Telecommunications. County represents and certifies that it does not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

#### **ARTICLE 7. GOVERNMENTAL POWERS, FUNCTIONS, AND DUTIES NOT TRANSFERRED**

The Parties acknowledge and agree that this Agreement does not effectuate the transfer of any municipal or County powers or functions. Each Party retains sole and ultimate responsibility for compliance within its respective jurisdiction with the NPDES MS4 Permit and all applicable laws and regulations. Notwithstanding any provision herein, all governmental powers, functions, and duties vested in the Municipalities pursuant to Florida law, or any applicable law, ordinance, or municipal charter provision, remain with the Municipalities, except to the extent that certain services are expressly performed by the County under this Agreement as an independent contractor. The performance of such services by the County shall not be construed as a delegation or transfer of authority.

#### **ARTICLE 8. INSURANCE**

The Parties are entities subject to Section 768.28, Florida Statutes, and, upon request, will provide the requesting Party with written verification of liability protection in accordance with state law.

#### **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If either Party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by a Party with at least thirty (30) days' advance written notice to the other Parties. The Parties acknowledge having received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice

of termination.

9.3. No Cross-Termination. The termination of this Agreement by any one (1) Municipality shall apply solely to that terminating Municipality and shall not operate to terminate, alter, or impair the rights or obligations of the remaining Municipalities. This Agreement shall remain in full force and effect among all nonterminating Parties, and each such Party shall continue to be bound by, and entitled to enforce, the terms of this Agreement as if no termination had occurred. Any rights, remedies, or obligations accruing prior to the effective date of termination shall survive with respect to the terminating Party to the extent expressly provided herein.

9.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by a Party due to another Parties’ failure to comply with any term(s) of this Agreement.

#### **ARTICLE 10. EEO COMPLIANCE**

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Agreement Administrator Authority. The Agreement Administrator is authorized to coordinate and communicate with Municipalities to manage and supervise the performance of this Agreement. Agreement Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Agreement Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created or provided in connection with performing Services, whether finished or unfinished (“Documents and Work”), are the joint property of the Parties, and if a copyright is claimed, County grants Municipalities a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. If the Agreement is terminated, any reports, photographs, surveys, and other data and

documents prepared by County, whether finished or unfinished, shall be the joint property of County and the Municipalities.

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

11.3.1. Keep and maintain public records required were the Municipalities performing the services under this Agreement;

11.3.2 Upon request from any Municipality, provide that Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the Municipalities; and

11.3.4. Upon completion of the Agreement, maintain at County, at no cost to the Municipalities, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were the Municipalities performing the service. If County transfers the records to the Municipalities, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipalities upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to public records requests.

**IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PARTY'S PUBLIC RECORDS CUSTODIAN IDENTIFIED IN EXHIBIT C.**

11.4. Independent Contractor. County is an independent contractor of Municipalities, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither County nor its agents shall act as officers, employees, or agents of Municipalities. County shall not have the right to bind Municipalities to any obligation not expressly undertaken by Municipalities under this

Agreement.

11.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.6. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by any Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

11.7. Third-Party Beneficiaries. No Party intends to primarily or directly 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 any of them based upon this Agreement.

11.8. 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). A Party may change its notice address by giving notice of such change in accordance with this section.

IF TO COUNTY:

Public Works and Environmental Services Department  
Director, Environmental Permitting Division  
1 North University Drive, Mailbox 201  
Plantation, Florida 33324-2038

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063  
[JWasserman@coconutcreek.gov](mailto:JWasserman@coconutcreek.gov)

Mayor, City of Cooper City  
9090 Southwest 50 Place  
Cooper City, Florida 33328  
[JCurran@CooperCity.gov](mailto:JCurran@CooperCity.gov)

Mayor, City of Coral Springs  
City Hall, 9500 W Sample Road  
Coral Springs, Florida 33065  
[sbrook@coralsprings.gov](mailto:sbrook@coralsprings.gov)

Mayor, Town of Davie  
8800 Southwest 36<sup>th</sup> Street, Bldg. C  
Davie, Florida 33328  
[judy\\_paul@davie-fl.gov](mailto:judy_paul@davie-fl.gov)

Mayor, City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009  
[jcooper@hallandalebeachfl.gov](mailto:jcooper@hallandalebeachfl.gov)

Mayor, City of Lauderdale Lakes  
4300 Northwest 36<sup>th</sup> Street  
Lauderdale Lakes, Florida 33319  
[veronicap@lauderdalelakes.org](mailto:veronicap@lauderdalelakes.org)

Mayor, City of Lighthouse Point  
2200 Northeast 38<sup>th</sup> Street  
Lighthouse Point, Florida 33064  
[kvanbuskirk@lighthousepoint.com](mailto:kvanbuskirk@lighthousepoint.com)

Mayor, City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
[wmessam@miramarfl.gov](mailto:wmessam@miramarfl.gov)

Mayor, City of Oakland Park  
1100 Park Lane East  
Oakland Park, Florida 33334  
[stevena@oaklandparkfl.gov](mailto:stevena@oaklandparkfl.gov)

Mayor, Town of Pembroke Park  
3150 Southwest 52<sup>nd</sup> Avenue  
Pembroke Park, Florida 33023  
[gjacobs@tppfl.gov](mailto:gjacobs@tppfl.gov)

Mayor, City of Plantation  
400 Northwest 73<sup>rd</sup> Avenue  
Plantation, Florida 33317  
[nsortal@plantation.org](mailto:nsortal@plantation.org)

Mayor, City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004  
[jdavis@daniabeachfl.gov](mailto:jdavis@daniabeachfl.gov)

Mayor, City of Deerfield Beach  
150 Northeast 2<sup>nd</sup> Avenue  
Deerfield Beach, Florida 33441  
[tdrosky@deerfieldbeachfl.gov](mailto:tdrosky@deerfieldbeachfl.gov)

Mayor, Town of Lauderdale-by-the Sea  
4501 Ocean Drive  
Lauderdale-by-the-Sea, Florida 33308  
[Edmundm@lauderdalebythesea-fl.gov](mailto:Edmundm@lauderdalebythesea-fl.gov)

Mayor, City of Lauderhill  
5581 West Oakland Park Blvd  
Lauderhill, Florida 33313  
[dgrant@lauderhill-fl.gov](mailto:dgrant@lauderhill-fl.gov)

Mayor, City of Margate  
5790 Margate Boulevard  
Margate, Florida 33063  
[aarserio@margatefl.com](mailto:aarserio@margatefl.com)

Mayor, City of North Lauderdale  
701 Southwest 71<sup>st</sup> Avenue  
North Lauderdale, Florida 33068  
[sborgelin@nlauderdale.org](mailto:sborgelin@nlauderdale.org)

Mayor, City of Parkland  
6600 University Drive  
Parkland, Florida 33067  
[rwalker@cityofparkland.org](mailto:rwalker@cityofparkland.org)

Mayor, City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
[ACastillo@ppines.com](mailto:ACastillo@ppines.com)

Mayor, City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
[Rex.hardin@copbfl.com](mailto:Rex.hardin@copbfl.com)

Mayor, Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
[sbreitkreuz@southwestranches.org](mailto:sbreitkreuz@southwestranches.org)

Mayor, City of Tamarac  
7525 Northwest 88 Avenue  
Tamarac, Florida 33321  
[Michelle.Gomez@tamarac.gov](mailto:Michelle.Gomez@tamarac.gov)

Mayor, City of West Park  
1965 South State Road 7  
West Park, Florida 33023  
[Fbrunson@cityofwestpark.org](mailto:Fbrunson@cityofwestpark.org)

Mayor, City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351  
[mryan@sunrisefl.gov](mailto:mryan@sunrisefl.gov)

Mayor, City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
[mbrown@westonfl.org](mailto:mbrown@westonfl.org)

Mayor, City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33305  
[snewton@wiltonmanors.com](mailto:snewton@wiltonmanors.com)

11.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the Parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the Parties. The Parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The Parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. The Parties must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all

deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. 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.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties. The County Administrator is authorized to amend Exhibits A and B to comply with the NPDES MS4 Permit conditions imposed by FDEP during the issuance of the MS4 Permit.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by applicable law, the Parties shall not be liable for interest to each other for any reason, whether as prejudgment interest or for any other purpose, and the Parties waive, reject, disclaim, and surrender any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the Parties under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one (1) and the same agreement.

11.23. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the applicable Party.

11.24. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of County, County hereby attests under penalty of perjury that County does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of County declares that they have read the foregoing statement and that the facts stated in it are true.

11.25. Recording. This Agreement shall be recorded in accordance with Section 163.01, Florida Statutes.

(Remainder of page intentionally 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 \_\_\_\_\_, 2026; and Municipalities, signing by and through their officials as reflected below, duly authorized to execute the 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 \_\_\_\_\_, 2026

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Jennifer D. Brown (Date)  
Senior Assistant County Attorney

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

JDB/gmb  
NPDES MS4 5<sup>th</sup> Issuance ILA  
02/25/26  
#[Imanage file #]

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF OAKLAND PARK

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