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**RESOLUTION NO. 2024-094**

**A RESOLUTION OF THE MAYOR AND COMMISSION OF THE  
CITY OF HALLANDALE BEACH, FLORIDA APPROVING THE  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
HALLANDALE BEACH AND BROWARD COUNTY  
RELATING TO HEARINGS BEFORE THE BROWARD  
COUNTY UNSAFE STRUCTURES BOARD; AND PROVIDING  
AN EFFECTIVE DATE.**

12           **WHEREAS**, the Broward County Board of County Commissioners adopted the  
13 Broward County Amendments to the Florida Building Code 8<sup>th</sup> Edition (2023), effective  
14 December 31, 2023, which apply countywide in both incorporated and unincorporated areas  
15 of Broward County, Florida; and

16           **WHEREAS**, the City of Hallandale Beach ("City") has enacted provisions within  
17 Chapter 14 of the City Code of Ordinances ( "Code") related to regulation of unsafe structures;  
18 and

19           **WHEREAS**, based on the recent updates to the Florida Building Code, City Staff  
20 recommended that the City Code be amended to reflect consistency with the provisions of  
21 the latest Broward County Amendments to the Florida Building Code, specifically related to  
22 the operation of unsafe structures boards, and that the City also explore an interlocal  
23 agreement with Broward County to utilize the Broward County Unsafe Structures Board for  
24 hearings; and

25           **WHEREAS**, the City Commission of the City of Hallandale Beach ("City Commission")  
26 adopted Ordinance 2024-019, thereby specifically amending Section 14-88 of the City Code  
27 related to the composition, powers and duties of the City Unsafe Structures Board as  
28 recommended by City Staff and as set forth herein; and

29           **WHEREAS**, City staff has proposed that the City Commission approves the proposed  
30 Interlocal Agreement with Broward County to use their Unsafe Safe Structures Board, as  
31 attached hereto as Exhibit "A"; and

32       **WHEREAS**, the proposed interlocal agreement will allow the City the flexibility to use  
33 either the City's Unsafe Structures Board or the Broward County's Unsafe Structures Board  
34 whenever the City's board may not be able to meet for a scheduled meeting; and

35       **WHEREAS**, the City Commission desires to approve the Interlocal Agreement relating  
36 to the utilization of the Broward County Unsafe Structures Board, in substantially the form  
37 attached hereto as Exhibit "A" and by this reference made a part hereof.

38       **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY**  
39 **COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:**

40  
41       **SECTION 1. Recitals.** The foregoing "Whereas" clauses are incorporated herein.

42       **SECTION 2. Approval of Interlocal Agreement.** The City Commission hereby  
43 approves the Interlocal Agreement as attached hereto as Exhibit "A" and by this reference  
44 made a part hereof, for use of the Broward County Unsafe Structures Board, together with  
45 such non-material changes as may be requested by the City and/or the County, and  
46 acceptable to the City Manager and approved as to form and legality by the City Attorney.

47       **SECTION 3. Execution of Interlocal Agreement.** The City Manager is hereby  
48 authorized to execute the Interlocal Agreement.

49       **SECTION 4. Implementation of Interlocal Agreement.** The City Manager is hereby  
50 authorized to take all steps necessary and appropriate to implement the terms and conditions  
51 of the Interlocal Agreement.


52       **Section 5. Effective Date.** This Resolution shall take effect immediately upon  
53 approval.

54       APPROVED AND ADOPTED this 25<sup>th</sup> day of September, 2024.

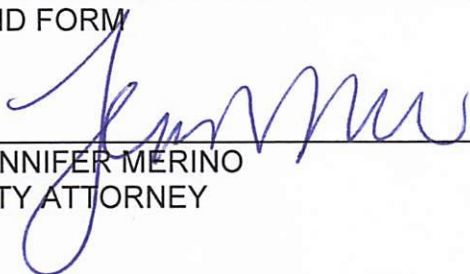
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58         
JOY F. COOPER  
MAYOR

59       SPONSORED BY: CITY ADMINISTRATION

60       ATTEST:

61   
62 \_\_\_\_\_  
63 JENORGEN GUILLEN  
64 CITY CLERK

65  
66 APPROVED AS TO LEGAL SUFFICIENCY  
67 AND FORM

68   
69 \_\_\_\_\_  
70 JENNIFER MERINO  
71 CITY ATTORNEY  
72  
73  
74

FINAL VOTE ON ADOPTION

Mayor Cooper	<u>Yes</u>
Vice Mayor Lima-Taub	<u>Yes</u>
Commissioner Adams	<u>Yes</u>
Commissioner Butler	<u>Yes</u>
Commissioner Lazarow	<u>Yes</u>

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## Exhibit 1A – Interlocal Agreement to utilize the Broward County Unsafe Structures Board

Return recorded document to:  
Hipolito Cruz, Jr., Director  
Building Code Division  
2307 West Broward Boulevard, Suite 300  
Fort Lauderdale, Florida 33312

Document prepared by:  
Alexis Marrero Koratich, Assistant County Attorney  
Broward County Attorney's Office  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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INTERLOCAL AGREEMENT FOR  
BROWARD COUNTY STAFF SERVICES  
IN CONNECTION WITH HEARINGS BEFORE THE  
UNSAFE STRUCTURES BOARD

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

City of Hallandale Beach, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

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

B. County maintains an Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials to enforce minimum standards of maintenance in accordance with the Florida Building Code.

C. Pursuant to Chapter 1 of the Florida Building Code, Broward County Edition, the Board is authorized to hear and dispose of cases brought by Building Officials.

D. City is desirous of utilizing the Board to hear and dispose of cases brought by the City's Building Official.

E. Pursuant to Section 116 of the Florida Building Code, the Board has the authority to hear and dispose of cases brought by the City's Building Official.

F. County is willing to prepare and present cases brought by the City's Building Official ("Services") on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

#### ARTICLE 1 - SCOPE OF SERVICES

- 1.1. County agrees to make the Board available to hear and dispose of cases brought by the City's Building Official for violations of the Florida Building Code.
- 1.2. Once City's Building Official determines that a violation exists, County shall be responsible for:
  - (a) filing a case with the Board on behalf of City; and
  - (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.
- 1.3. County shall perform the above-described functions through the Building Code Division, or any successor entity.
- 1.4. City shall be responsible for ensuring that the appropriate witnesses attend the hearing(s) to provide the relevant testimony and evidence and for implementing the orders and directives of the Board to cause the violation(s) to be corrected. The Parties acknowledge that County is merely performing processing functions and providing access to the Board as a vehicle for City to enforce the provisions of the Florida Building Code. Accordingly, City retains the responsibility for filing or defending any appeal(s) of Board orders or defending legal actions arising from enforcement actions taken by City pursuant to a Board order.

#### ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

It is specifically understood and agreed that all rights and powers as may be vested in City pursuant to Chapter 166, Florida Statutes, or any other law, ordinance, or Charter provision of City not specifically addressed by this Agreement shall be retained by City.

#### ARTICLE 3 - COMPENSATION

- 3.1. County shall provide Services at the rate of Ninety-two and 87/100 Dollars (\$92.87) per hour for the Code Enforcement Officer and Thirty-nine and 60/100 Dollars (\$39.60) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by the City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. The County shall not exceed a total cost, per case, of Five Hundred and 00/100 Dollars (\$500.00) without written authorization from the City. All costs shall be properly documented and such documentation provided to the City with the monthly invoices.
- 3.2. County shall invoice City on a monthly basis for actual services provided during the preceding month. City shall reimburse County within thirty (30) days after the date of the invoice.
- 3.3. Fines and liens recorded against property shall run in favor of the City.

3.4 The amounts set forth in Section 3.1 shall be adjusted annually by the County by an amount not to exceed ten percent (10%) to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding ten percent (10%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1<sup>st</sup> of each year, County shall provide City with notice of anticipated increases, if any. Any increases shall take effect on October 1<sup>st</sup>, following the May 1<sup>st</sup> notification.

3.5. City shall be responsible for the actual costs of the services delineated necessary to implement orders and directives of the Board to cause the violations(s) to be corrected. Such costs shall include, but are not be limited to, boarding up property and demolition necessary to remove the violation(s).

#### ARTICLE 4 - TERM OF AGREEMENT

4.1. This Agreement shall commence on the date it is fully executed by the Parties and shall continue in full force and effect until midnight September 30, 2029.

4.2. This Agreement shall continue in full force and effect unless written notice of termination by County or City is provided pursuant to Article 8, Notices. Unless terminated as provided in Article 7, Termination, this Agreement may be renewed for successive five (5) year periods upon request of City and upon acceptance by the County Administrator.

#### ARTICLE 5 – GOVERNMENTAL IMMUNITY; INDEMNIFICATION

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 or any other contract. 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 permitted by law. Notwithstanding the foregoing and to the extent City presents cases before the Board pursuant to this Agreement, the Board is not an agent of County. Accordingly, City agrees to indemnify and defend Broward County and its directors, officers, agents, and the Board from any and all claims, causes of actions, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's disposition of any case(s) heard on behalf of City pursuant to this Agreement.

#### ARTICLE 6 - INSURANCE

County is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

#### ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 8, Notices. Within sixty (60) days after termination of this Agreement, County shall forward to City all documentation related to cases previously heard or being prepared to be heard by the Board.

## ARTICLE 8 – NOTICES

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, first class and certified, return receipt requested, addressed as follows:

To County:  
Director, Broward County Building Code Division  
2307 West Broward Boulevard, Suite 300  
Fort Lauderdale, FL 33312

With copy to:  
County Administrator  
115 South Andrews Avenue, Suite 409  
Fort Lauderdale, FL 33301

To City of Hallandale Beach:  
Building Official  
Hallandale Beach Community Enhancement and Sustainability Development Department  
400 South Federal Highway  
Hallandale Beach, FL 33009

With copy to:  
City Manager  
City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, FL 33009

## ARTICLE 9 - MISCELLANEOUS PROVISIONS

- 9.1 PUBLIC RECORDS: The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

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 954-765-4400, SPAGE@BROWARD.ORG, 2307 WEST BROWARD BLVD, SUITE 300, FORT LAUDERDALE, FL 33312

- 9.2 ASSIGNMENT: County shall perform the selected Services provided for in this Agreement exclusively and solely for the City which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

- 9.3 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

9.4 SEVERABILITY: In the event 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.

9.5 ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.6 INDEPENDENT CONTRACTOR: County is an independent contractor under this Agreement. Services provided by County pursuant to this Agreement shall be subject to the supervision of County. In providing such Services, neither County nor its agents shall act as officers, employees, or agents of the City. This Agreement shall not constitute or make the Parties a partnership or joint venture.

9.7 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Article 4.2 or adding or deleting services to the Scope of Services under Article 1 may be approved by the County Administrator.

9.8 THIRD PARTY BENEFICIARIES: Neither County or City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

9.9 COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.10 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 Parties agree that 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 Parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement,

or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.12 DRAFTING: This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

9.13 INTERPRETATION. The 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.14 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

9.15 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

9.16 RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City for presentation at hearings before the Broward County Unsafe Structures Board to be performed by the Broward County Building Code Division of the Resilient Environment Department on the respective dates under each signature: Broward County, 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 by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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\_\_

Reviewed and approved as to legal sufficiency  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Alexis Marrero Koratich (Date)  
Assistant County Attorney

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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR  
BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE BROWARD  
COUNTY UNSAFE STRUCTURES BOARD

City

City of Hallandale Beach

Attest:

City Clerk

By

Mayor-Commissioner

25<sup>th</sup> day of September, 20 24

By

City Manager

25<sup>th</sup> day of September, 20 24

APPROVED AS TO FORM:

By

City Attorney

AIK/gmb

#

BCSDunsafe\_HallandaleBeach