

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Services Division
1 North University Drive, Bldg B, #302
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR
GUARANTEED PARTIAL BUILDING CODE SERVICES
TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE SERVICES DIVISION OF THE
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT**

This is an Interlocal Agreement, 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").

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

WHEREAS, County maintains an Environmental Protection and Growth Management Department that includes a Building Code Services Division ("BCSD"), which conducts building official, plan review, permit inspections, code enforcement, and other services relating to the Florida Building Code ("Building Code"; and

WHEREAS, City desires to procure from County guaranteed partial Building Code services within the municipal boundaries of City, consistent with Schedule A attached hereto ("Services"); and

WHEREAS, County, through BCSD, is willing to perform such Services pursuant to the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises, payments, and representations herein, including without limitation the above recitals, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1. City agrees to transfer to County the authority to perform Services in accordance with the terms herein.

1.2 County will perform the Services through its BCSD, or any successor division as may be designated by the County Administrator.

1.3 City will issue permits for the Services and retain the applicable fees. County will charge City an hourly rate for providing City a guaranteed staffing, on an as needed basis by City, for the year. The requested minimum level of staffing for the term of the agreement will be based on Schedule A. This form of guarantee will enable BCSD to supply City with dedicated staff that will not be diverted from City.

1.4 For services not listed in Schedule A, County will prioritize and respond to additional services requested such as emergency, intermittent, unplanned, or limited, contingent on the availability of resources. Requests for additional service must be delivered to BCSD no later than 3:30 P.M. the business day prior to the date requested.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1 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 or ordinance or Charter provision of City not specifically addressed by this Agreement will be retained by City. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

- Engineering
- Water Management
- Drainage Districts
- Traffic Engineering
- Natural Resource Protection
- Health Department
- Fire Protection

2.2 In the event City desires to have County provide any of the above additional services, a separate agreement will be required between City and County.

ARTICLE 3 - COMPENSATION

3.1 For Services requested in Schedule A, County will provide Services at the rate of Eighty-five and 67/100 Dollars (\$85.67) per hour for a Building Code Inspector, Ninety-seven and 58/100 Dollars (\$97.58) per hour for a Plans Examiner, Ninety-eight and 56/100 Dollars (\$98.56) per hour for a Chief Building Code Inspector, Ninety-nine and 80/100 Dollars (\$99.80) per hour for Building Official Services, and Thirty-seven and 70/100 Dollars (\$37.70) per hour for clerical services. Overtime, when pre-approved by City, will be at one and one half (1½) the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes.

3.2 All costs must be documented and said documentation provided to City with the monthly invoices. County will invoice City on a monthly basis for the Services requested in Schedule A by City for the preceding month. City shall reimburse County within thirty (30) calendar days after the date of the invoice. Any sums paid to County are nonrefundable to City.

3.3 The amounts set forth above will be adjusted annually by County, in an amount not to exceed five percent (5%) each year, to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County will provide City with written notice of anticipated increases, if any. Any increases will take effect on October 1st following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement will commence on October 1, 2020, and will continue in full force and effect until midnight September 30, 2025. Unless terminated as provided in Article 7, TERMINATION, this Agreement may be renewed for an additional five (5) year period upon request of City and approval of County, as provided in Section 9.6.

4.2 This Agreement will remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by County or City is provided pursuant to Article 8, NOTICES.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor will 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 is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6 - INSURANCE

County is self insured in accordance with provisions set forth within Section 768.28, Florida Statutes and agrees to name City as additional insured for any excess liability policies.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party of such termination pursuant to Article 8, NOTICES.

ARTICLE 8 – NOTICES

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

To County:

Director, Building Code Services Division
1 North University Drive, Bldg. B, #302
Plantation, Florida 33324

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

To City:

Vanessa J. Leroy
Development Services Director
400 S. Federal Highway
Hallandale Beach, FL 33009

With copy to:

Jennifer Merino
City Attorney
400 S. Federal Highway
Hallandale Beach, FL 33009

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT: County will perform the Services provided for in this Agreement exclusively and solely for City that is a party to this Agreement. Neither party will have the right to assign this Agreement.

9.2 WAIVER: The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement will not be deemed a waiver of any subsequent breach.

9.3 SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

9.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements, or 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 will be predicated upon any prior representations or agreements, whether oral or written.

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

9.6 MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein will 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 Section 4.1 or adding or deleting services to the scope of Services in Schedule A may be approved by the County Administrator.

9.7 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder must be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and will be governed by the laws of the state of Florida. **BY ENTERING INTO THIS**

AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, BARRY BALLESTER, AT (954) 765-4400 EXT. 9803, (BUILDING@broward.org), ONE UNIVERSITY DRIVE, SUITE B302, PLANTATION, FLORIDA 33324; OR THE CITY OF HALLANDALE BEACH CUSTODIAN OF PUBLIC RECORDS: _____, BY TELEPHONE (954) _____, E-MAIL (_____) OR MAIL _____.

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

9.10 COUNTERPARTS AND MULTIPLE ORIGINALS: This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

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

9.12 RECITALS: The truth and accuracy of each Recital and representation set forth herein _____ is acknowledged by the Parties as being true and correct and form a material part of this Agreement upon which the Parties have relied.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement Between County and City for Services to be performed by the Broward County Building Code Services Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: Broward County, signing by and through its County Administrator or designee, authorized to execute same by Board action on the 14th day of December, 20, and City, signing by and through its Interim City Manager, duly authorized to execute same by Commission action on the _____ day of _____, 20_____.

County

Witnesses:

Broward County, through its
County Administrator or designee

Signature

By _____

Print/Type Name

____ day of _____ 20_____.

Signature

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

Print/Type Name

By _____
Maite Azcoitia
Deputy County Attorney

MA/gmb
BCSDHallBeach_guarpartialsvce-a01
3/26/20

INTERLOCAL AGREEMENT FOR GUARANTEED PARTIAL SERVICE BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE SERVICES DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

City

City of Hallandale Beach

Attest:

City Clerk

By _____
Mayor-Commissioner

____ day of _____, 20__ (date)

By _____
Jeremy Earle

Interim City Manager

____ day of _____, ____ (date)

Approved as to form:

By _____
Jennifer Merino
City Attorney

EXHIBIT A

TABLE TO BE PROVIDED BY BCSD