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

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 EMERGENCY/NONGUARANTEED SUPPLEMENTAL SUPPORT BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION OF THE RESILIENT ENVIRONMENT 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 Lauderhill, 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 a Resilient Environment Department that includes a Building Code Division ("BCD"), which conducts building official, plan review, permit inspections, code enforcement, and other services relating to building.

C. City is desirous of procuring emergency/nonguaranteed supplemental support from County for Building Code services ("Services") on properties within the jurisdiction of City.

D. County, through BCD, is willing to perform such Services pursuant to the terms and conditions hereafter 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 City agrees to transfer to County the authority to perform Services in accordance with the terms herein. Building Official Services shall only be provided by County when specifically requested in writing by City.

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

1.3 The Services provided by County and available to City under this Agreement include building official, plan review, permit inspections, code enforcement, and other services related to building.

1.4 City will issue permits and retain the applicable fees. County will charge City an hourly rate for providing emergency supplemental staffing to City. The requested staffing levels are **not guaranteed**. BCD will maintain a finite group of resources to provide peak load relief or emergency services on a first come, first serve basis.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO THE 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 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 shall be required between City and County.

ARTICLE 3 - COMPENSATION

3.1 County will provide Services at the rate of Ninety-two and 87/100 Dollars ($92.87) per hour for a Building Code Inspector, Ninety-eight and 80/100 Dollars ($98.80) per hour for a Plans Examiner, Ninety-nine and 05/100 Dollars ($99.05) per hour for a Chief Building Code Inspector, Ninety-nine and 80/100 Dollars ($99.80) per hour for Building Official Services, and Thirty-nine and 60/100 Dollars ($39.60) for clerical support. Overtime, when pre-approved in writing by City, will be at one and one

half (1½) times the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes.

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

3.3 The amounts set forth above may be adjusted annually by agreement between City and County, in an amount not to exceed ten percent (10%) each year, to address increases or decreases in operating and labor costs. Notwithstanding the foregoing, County and City 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 1st of each year, County will provide City with written notice of anticipated increases or decreases, if any. Any changes will take effect on October 1st following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement will commence on the date it is fully executed by the Parties and recorded in the Official Records of Broward County pursuant to Section 163.01(11), Florida Statutes, and will continue in full force and effect until midnight, September 30, 2030. 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 the County Administrator.

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

City is a state agency and County is a political subdivision as defined in Section 768.28, Florida Statutes. Each agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. 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.

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 ninety (90) days written notice to the other party of such termination pursuant to Article 8, Notices, herein.

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 Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

With copy to:

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

To City:

Development Services Director
5581 W Oakland Park Blvd
Lauderhill, Florida 33313

With copy to:

City Manager
5581 W Oakland Park Blvd
Lauderhill, Florida 33313

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Audit Rights: County and City shall each have the right to audit the books, records, and accounts of the other party that are related to this Agreement. County and City shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of County and City related to this Agreement shall be kept in written form, or in a form capable of conversion in to written form within a reasonable time and, upon request to do so, County and City shall make same available at no cost to the other party in written form.

9.2 Assignment: County will perform the Services provided for in this Agreement exclusively and solely for City. Neither party will have the right to assign this Agreement.

9.3 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.

9.4 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.

9.5 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 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 will be subject to the supervision 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.

9.7 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 adding or deleting services to the scope of Services under Article 1 may be approved by the County Administrator.

9.8 Dispute Resolution; Choice of Law; Waiver of Jury Trial: The Parties agree to use the procedures outlined in Chapter 164, Florida Statutes, "Florida Governmental Conflict Resolution Act," to resolve any conflicts that may occur between the Parties and that arise from this Agreement. 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.**

9.9 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, _SHERYL PAGE_, AT (954) 765-4400, ext. 9807_, SPAGE@Broward.org, OR 2307 WEST BROWARD BOULEVARD, SUITE 300, FORT LAUDERDALE, FL 33312; OR CITY CLERK, CITY OF LAUDERHILL, AT (954)730-3010, City_Clerk_Office6@Lauderhill-fl.gov, OR building_dept@Lauderhill-fl.gov.

9.10 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.

9.11 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.

9.12 Recording: This Agreement will be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969, at City's expense.

9.13 Recitals: The truth and accuracy of each Recital 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 Division of the Resilient Environment Department on the respective dates under each signature: Broward County, signing by and through its Mayor or Vice-Mayor, duly 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:

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

Broward County, through its Board of County Commissioners

By_____
Mayor

_____ day of _____, 20__

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

By_____
Maite Azcoitia
Deputy County Attorney

Interlocal Agreement for Emergency/Nonguaranteed Supplemental Support Building Code Services to be performed by the Broward County Building Code Division of the Resilient Environment Department

City

City of Lauderhill

Attest:

By_____
Mayor

_____
City Clerk

_____ day of _____, 20____

By_____
City Manager

_____ day of _____, 20___

Approved as to form:

By_____
City Attorney

_____ day of _____, 20___

MA/
BCDLauderhill_nonguarserv-a01
02/11/25