

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

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

**INTERLOCAL AGREEMENT FOR
EMERGENCY/NONGUARANTEED SUPPLEMENTAL SUPPORT
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 Coconut Creek, 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 Environmental Protection and Growth Management
Department, which includes a Building Code Services Division ("BCSD") that conducts
building official, plan review, permit inspections, code enforcement, and other services
relating to building.

C. City is desirous of procuring from County Emergency/Nonguaranteed
Supplemental Support for Building Code services within the municipal boundaries of
City, consistent with Schedule A attached hereto ("Services").

D. 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 terms, conditions, promises,
covenants, and payments hereinafter set forth, 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 shall perform the Services through its BCSD, or any successor division as may be designated by the County Administrator.

1.3 City issues permits and retains fees. County charges hourly rates for providing Emergency Supplemental Staffing for the year to City. Requested staffing levels are **not guaranteed**. BCSD 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 or Charter provision of City not specifically addressed by this Agreement, shall 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 functions, a separate agreement shall 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 in writing 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, 2021, and will continue in full force and effect until midnight September 30, 2026. Unless terminated as provided in Article 7, TERMINATION, this Agreement may be renewed for an additional five (5) year period upon request of City Manager and written approval of 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 as defined in Chapter 768.28, Florida Statutes, and County is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their 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 shall 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
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:

Karen M. Brooks, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

Terrill Pyburn, City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 **ASSIGNMENT:** County shall perform the selected Services provided for in this Agreement exclusively and solely for City that is a party to this Agreement. Neither party shall 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 shall 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 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 City. This Agreement shall 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 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.

9.7 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, Andrea Rulka, AT (954) 765-4400 EXT. 9882, (BUILDING@broward.org), 2307 WEST BROWARD BOULEVARD, SUITE 300, FORT LAUDERDALE, FLORIDA

**33312; OR CITY CUSTODIAN OF PUBLIC RECORDS:
Marianne Bowers, Interim City Clerk, BY TELEPHONE (954)
973-6774, E-MAIL (publicrecords@coconutcreek.net) OR
MAIL 4800 West Copans Road, Coconut Creek, FL 33063.**

9.9 DRAFTING: This Agreement has been negotiated and drafted by all Parties hereto and shall 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 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 selected 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: County signing by and through its County Administrator or designee, authorized to execute same by Board action on the 14th day of December, 2010, and City, signing by and through its Mayor, duly authorized to execute same by City Commission action on the ____ day of _____, 2022.

County

WITNESSES:

Broward County, by and through
its County Administrator or designee

Print Name:_____

By _____
Broward County Administrator

Print Name:_____

____ 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 _____
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT FOR EMERGENCY/NONGUARANTEED
SUPPLEMENTAL SUPPORT 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 Coconut Creek

Attest:

Marianne Bowers, Interim City Clerk

By _____
Rebecca A. Tooley, Mayor

____ day of _____, 2022

By _____
Karen M. Brooks, City Manager

____ day of _____, 2022

APPROVED AS TO FORM:

By _____
Terrill C. Pyburn, City Attorney

MA/
BCSDnonguar_CoconutCreek

SCHEDULE A

TABLE TO BE PROVIDED BY BCSD