

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
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 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 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 Building Code Inspector; Ninety-eight and 80/100 Dollars (\$98.80) per hour for the Plans Examiner; Ninety-nine and 05/100 Dollars (\$99.05) per hour for the Chief Building Code Inspector; Ninety-nine and 80/100 Dollars (\$99.80) per hour for the Building Official; 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 City.

3.4 The amounts set forth in Section 3.1 shall be adjusted annually by 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%) to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County shall provide City with notice of anticipated increases, if any. Any increases shall take effect on October 1st, following the May 1st 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 violation(s) to be corrected. Such costs shall include, but are not 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 recorded in the Official Records of Broward County and extend for a period of five (5) years.

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. The rates for the first year of the renewal shall not be more than ten percent (10%) above the rates from the prior year.

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 required 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

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). Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

To County:

Director, Broward County Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, FL 33312
Email address: building@broward.org

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
Email address: mcepero@broward.org

To City:

City Manager
4800 West Copans Road
Coconut Creek, FL 33063
Email address: citymanager@coconutcreek.net

With copy to:

City Attorney
4800 West Copans Road
Coconut Creek, FL 33063
Email address: cityattorney@coconutcreek.net

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 City that 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 City. This Agreement shall not constitute or make the Parties a partnership or joint venture.

9.7 MODIFICATION: 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. 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. **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 understanding of the Parties concerning the subject matter of this Agreement are contained herein.

9.0 **SOVEREIGN 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 either party nor shall anything included herein be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement

9.10 **THIRD PARTY BENEFICIARIES:** Neither County or City 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 claim against either of them arising out of this Agreement.

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

9.12 **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.**

9.13 **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.

9.14 **DRAFTING:** This Agreement has been jointly prepared by the Parties and shall not be more strictly construed against either party because of such party's preparation of this Agreement.

9.15 **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.

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

9.17 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 an original, and all of which, taken together, shall constitute one and the same agreement.

9.18 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.

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

[Remainder of page intentionally left blank]

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 _____
Maite Azcoitia (Date)
Deputy County Attorney

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

City

City of Coconut Creek

Attest:

Joseph J. Kavanagh, City Clerk

By _____
Sandra L. Welch, Mayor

____ day of _____, 20____

By _____
Sheila N. Rose, City Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By _____
Terrill C. Pyburn, City Attorney

MA/

BCDunsafe_CoconutCreek