

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

Document prepared by:
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FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR
BROWARD COUNTY STAFF SERVICES
IN CONNECTION WITH HEARINGS BEFORE THE
UNSAFE STRUCTURES BOARD

This First Amendment to Interlocal Agreement is made and entered into between:
Broward County, a political subdivision of the state of Florida, hereinafter referred to as
"County,"

and

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

A. City and County entered into that certain Interlocal Agreement executed by
the County on December 10, 2019 ("Agreement"), pursuant to Section 163.01, Florida
Statutes, also known as the "Florida Intergovernmental Cooperation Act of 1969",
whereby City procured the services of County for the use of the Unsafe Structures Board
to hear and dispose of cases brought by Building Officials in accordance with the Florida
Building Code.

B. The Agreement commenced on December 10, 2019, and shall remain in
full force and effect until midnight September 30, 2024. The Agreement provides for
renewal in successive five (5) year periods upon request of City and acceptance by the
County Administrator.

C. City has requested renewal of the Agreement for one (1) five (5) year period,
commencing on October 1, 2024, and terminating on September 30, 2029.

D. The Parties are desirous of further amending the Agreement to update the
rate of compensation for services provided by County and provide for the cost of providing
Hearing Officer/Special Magistrate services, including ancillary costs.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (with deletions being indicated by ~~strike throughs~~ and additions being indicated by **bold/underlining**):

1. The Recitals contained above are true and correct, form a material part of this First Amendment upon which the Parties have relied, and are incorporated by reference.

2. Article 3, "Compensation," is hereby amended to read as follows:

3.1 County shall provide Services at the rate of ~~Eighty-five and 67/100~~ **Ninety-two and 87/100** Dollars (~~\$85.47~~) **(\$92.87)** per hour for the Code Enforcement Officer and ~~Thirty-seven and 70/100~~ **Thirty-nine and 60/100** Dollars (~~\$37.70~~) **(\$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 Town. All costs shall be properly documented and such documentation provided to the Town with the monthly invoices.

...

3.4 The amounts set forth in Section 3.1 shall be adjusted annually by County by an amount not to exceed ~~five~~ **ten** percent (~~5~~ **10**%) to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding ~~five~~ **ten** percent (~~5~~ **10**%) in order 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.

...

3.6. In addition to the compensation amounts set forth in Section 3.1, County shall bill the City One Hundred Twenty-five Dollars (\$125) for each code enforcement case presented before the County Hearing Officer/Special Magistrate. This amount shall compensate County for the cost of the Hearing Officer/Special Magistrate and ancillary costs related to the hearing including, but no limited to, security personnel.

This amount shall not be subject to annual adjustment pursuant to Section 3.4.

3. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

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, ~~2024~~ **2029**.

4. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

5. In the event of any conflict of ambiguity by and between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict.

6. In accordance with the Florida Interlocal Cooperation of 1969, Section 163.01, Florida Statutes, this First Amendment shall be recorded in the Official Records of Broward County, and shall be effective upon such recordation.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement on the respective dates under each signature: Broward County, through its County Administrator, authorized to execute same by Section 4.2 of the Interlocal Agreement; and the City of Margate, signing by and through its _____, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By: _____
Monica Cepero
County Administrator

Print Name

_____ day of _____, 2024

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 Name

By _____
Maite Azcoitia
Deputy County Attorney

_____ day of _____, 2024

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

City

City of Margate

Attest:

City Clerk

By _____
Mayor

_____ day of _____, 2024

By _____
City Manager

_____ day of _____, 2024

Approved as to form:

By _____
City Attorney

MA/
BCD ILA Unsafe Margate First Amendment
05/10/24
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