

Return recorded document to:
Lenny Vialpando, Director
Environmental Licensing and Building
Permitting 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
EMERGENCY/NON GUARANTEED SUPPLEMENTAL SUPPORT
BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY
ENVIRONMENTAL LICENSING AND BUILDING PERMITTING 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 MARGATE, a municipal corporation existing under the laws of the State
of Florida, hereinafter referred to as "CITY."

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

WHEREAS, the COUNTY maintains an Environmental Protection and Growth
Management Department which includes an Environmental Licensing and Building
Permitting Division ("ELBPD") that conducts building official, plan review, permit
inspections, code enforcement, and other services relating to building; and

WHEREAS, the CITY is desirous of procuring from the COUNTY
Emergency/Non Guaranteed Supplemental Support for Building Code Services within
the municipal boundaries of the CITY; and

WHEREAS, the COUNTY, through ELBPD, 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 COUNTY and the CITY 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 ELBPD, 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**. ELBPD 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 The COUNTY shall provide Services set forth above at the rate of Seventy-eight and 40/100 Dollars (\$78.40) per hour for a Building Code Inspector, Eighty-nine and 30/100 Dollars (\$89.30) per hour for a Plans Examiner, Ninety and 20/100 Dollars (\$90.20) per hour for a Chief Building Code Inspector, and Ninety-nine and 80/100 Dollars (\$99.80) per hour for Building Official Services. Overtime, when pre-approved in writing by the CITY, shall be at one and one half (1½) times the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes.

3.2 All costs shall be properly documented and said documentation provided to CITY with the monthly invoices. COUNTY shall invoice CITY on a monthly basis for the services requested by CITY for the preceding month. CITY shall reimburse COUNTY

within thirty (30) days of the date of the invoice. Any sums paid to COUNTY are non-refundable to CITY.

3.3 The amounts set forth above shall be adjusted annually by COUNTY by an amount not to exceed five percent (5%) to address increases or decreases 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 shall provide CITY with written notice of anticipated increases, if any. Any increases shall take effect on October 1st, following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement shall be deemed to have commenced upon approval by the COUNTY COMMISSION and shall continue in full force and effect until midnight **September 30, 2021**.

4.2 This Agreement shall remain in full force and effect through the termination date, unless written notice of termination by the 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, as amended, 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 to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida 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, Environmental Licensing and Building Permitting 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:

Douglas E. Smith, City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

With copy to:

Joseph J. Kavanagh, City Clerk
City of Margate
5790 Margate Blvd.
Margate, 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 which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.2 **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.

9.3 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

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 extending the term of this Agreement pursuant to Section 4.1 or 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 shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

9.8 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.

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

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 Environmental Licensing and Building Permitting 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 ____ day of _____, 20__, and CITY, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESSES

BROWARD COUNTY, through its
County Administrator or designee

Signature

By _____

Print/Type Name

____ day of _____ 20____.

Signature

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name

By _____
Maite Azcoitia
Deputy County Attorney

INTERLOCAL AGREEMENT FOR **EMERGENCY/NON GUARANTEED**
SUPPLEMENTAL SUPPORT BUILDING CODE SERVICES TO BE PERFORMED BY
THE BROWARD COUNTY ENVIRONMENTAL LICENSING AND BUILDING
PERMITTING DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH
MANAGEMENT DEPARTMENT

CITY

CITY OF MARGATE

Attest:

Joseph J. Kavanagh, City Clerk

By _____
Tommy Ruzzano, Mayor

____ day of _____, 2016

By _____
Douglas E. Smith, City Manager

____ day of _____, 2016

APPROVED AS TO FORM:

By _____
Douglas R. Gonzales, City Attorney

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