

HALLANDALE BEACH
GENERAL SERVICES DEPT.

2009 SEP 24 PM 12: 04

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Armando Linares, Director
Permitting, Licensing and Consumer
Protection Division
1 North University Drive, Bldg B
Plantation, FL 33324

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BROWARD COUNTY COMMISSION
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Document prepared by:
Charlie Torres, Admin Manager II
Permitting, Licensing and Consumer Protection Division
1 North University Drive, Bldg. B
Plantation, FL 33324

**INTERLOCAL AGREEMENT FOR
GUARANTEED PARTIAL SERVICE
BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY
PERMITTING, LICENSING AND CONSUMER PROTECTION 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 HALLANDALE BEACH, 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, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, COUNTY maintains an Environmental Protection and Growth
Management Department which includes a Permitting, Licensing and Consumer Protection
Division ("PLCPD") 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 Guaranteed
Partial Service Building Code Services within the municipal boundaries of the CITY; and

WHEREAS, COUNTY, through PLCPD, 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, COUNTY and CITY agree as follows:

- 1 -

Approved BCC

m/9/08 #48

Submitted By

Permitting, Licensing

RETURN TO DOCUMENT CONTROL

U/c

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 PLCPD, or any successor division as may be designated by the County Administrator.
- 1.3 CITY issues permits and retains fees. County charges hourly rate for providing a guaranteed level of staffing for the year to the CITY. Requested minimum level of staffing for the term of the agreement will be based on Schedule A. This form of guarantee will enable PLCPD to supply the CITY with dedicated staff that will not be diverted away.
- 1.4 For services not listed in Schedule A, COUNTY will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources. Requests for additional service shall be delivered to PLCPD no later than 3:30 P.M. the business day prior to the date requested.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

- 2.1 It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the 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 Services, a separate agreement shall be required between CITY and COUNTY.

ARTICLE 3 - COMPENSATION

- 3.1 For services requested in Schedule A, COUNTY shall provide services set forth above at the rate of Sixty Six and 00/100 Dollars (\$66.00) per hour for a Building Code Inspector, Seventy Six and 00/100 Dollars (\$76.00) per hour for a Plans Examiner, Eighty and 50/100 Dollars (\$80.50) for a Chief Building Code Inspector, Ninety and 00/100

Dollars (\$90.00) per hour for Building Official Services. Overtime, when approved by the CITY, shall be at one and one half 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 the CITY with the monthly invoices. COUNTY shall 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) days of the date of the invoice. Any sums paid to the COUNTY are non-refundable to the CITY.

3.3 The amounts set forth above shall be adjusted annually by the COUNTY by an amount not to exceed five percent (5%) 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 shall provide CITY with 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, 2011**.

4.2 This Agreement shall 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 the COUNTY or the CITY is provided pursuant to Section 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 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 Section 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, Broward County Permitting, Licensing and Consumer Protection Division
1 North University Drive
Plantation, Florida 33324

With copy to:

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

TO CITY:

City Manager, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 **ASSIGNMENT:** COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the 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 the 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 Section 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.

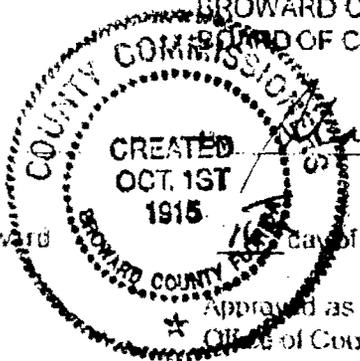
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IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and CITY for selected Services to be Performed by the Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 9th day of December, 2009 (date) and the CITY, signing by and through its Mayor authorized to execute same by Commission action on the 9th day of December, 2009 (date).

COUNTY

ATTEST:

R.H. Brown
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Gregory J. Jahn
Mayor
16th day of September, 2009 (date)

* Approved as to form
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7500
Telecopier: (954) 357-6968

By Carl A. Stitt
Assistant County Attorney

INTERLOCAL AGREEMENT FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT.

CITY

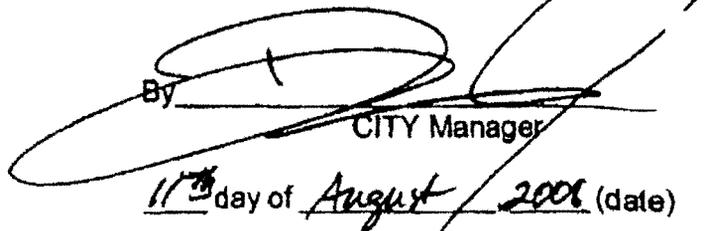
CITY OF HALLANDALE BEACH

Attest:


CITY Clerk


Mayor-Commissioner

11th day of August, 2008 (date)

By 
CITY Manager

11th day of August, 2008 (date)

APPROVED AS TO FORM:

By 
CITY Attorney


07.23.08



**SCHEDULE A
 PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION
 ANNUAL SERVICE REQUEST**
 GUARANTEED SERVICES**

CITY OF HALLANDALE BEACH

DAYS	Building Official	Structural**			Electrical**			Mechanical**			Plumbing**			Clerical STAFF
		CHIEF	P.E.	INSP.	CHIEF	P.E.	INSP.	CHIEF	P.E.	INSP.	CHIEF	P.E.	INSP.	
MONDAY														
Total hrs.			12.00	8.00		4.00	4.00		8.00	8.00		8.00	8.00	
Total FTE			1.60	1.07		0.53	0.53		1.07	1.07		1.07	1.07	
TUESDAY														
Total hrs.			12.00	8.00		4.00	5.00		8.00	8.00		8.00	8.00	
Total FTE			1.60	1.07		0.53	0.67		1.07	1.07		1.07	1.07	
WEDNESDAY														
Total hrs.			12.00	8.00		4.00	4.00		8.00	8.00		8.00	8.00	
Total FTE			1.60	1.07		0.53	0.53		1.07	1.07		1.07	1.07	
THURSDAY														
Total hrs.			12.00	8.00		4.00	4.00		8.00	8.00		8.00	8.00	
Total FTE			1.60	1.07		0.53	0.53		1.07	1.07		1.07	1.07	
FRIDAY														
Total hrs.			12.00	8.00		4.00	4.00		8.00	8.00		8.00	8.00	
Total FTE			1.60	1.07		0.53	0.53		1.07	1.07		1.07	1.07	
Weekly														
Total hrs.			60.00	40.00		20.00	21.00		40.00	40.00		40.00	40.00	
Total FTE			1.60	1.07		0.53	0.56		1.07	1.07		1.07	1.07	
Annual														
Tot # of Weeks			52.00	52.00		52.00	52.00		2.00	2.00		2.00	2.00	
Total hrs.			3120.00	2080.00		1040.00	1082.00		80.00	80.00		80.00	80.00	
Total FTE			1.79	1.19		0.60	0.63		0.05	0.05		0.05	0.05	
Annual														
Total Amount			\$237,120.00	\$137,280.00		\$79,040.00	\$72,072.00		\$6,080.00	\$5,280.00		\$8,080.00	\$5,280.00	

** Services requested may vary on vacant Inspector/Plans Examiner City positions being filled and projected volume of projects.

Signature

CITY MANAGER
 Title

MIKE GOOD
 Printed Name

Daily Total FTEs = Total daily hours divided by 7.5
 Weekly hours = sum of total daily hours
 Weekly FTEs = Total weekly hours divided by 37.5
 Annual hours = Total # of weeks times total weekly hours
 Annual FTEs = Annual hours divided by 1744
 FTE - Full time equivalency

Dollar amount = annual hours times hourly rate for below services:
 INSP: Inspector (Hourly rate - \$68.00)
 PE: Plans Examiner (Hourly rate - \$76.00)
 CHIEF: Chief rate (Hourly rate - \$80.50)
 BO: Building Official (Hourly rate - \$90.00)
 Clerical Staff (Hourly rate - \$30.00)

Signature

STATE OF FLORIDA)

SS

COUNTY OF BROWARD)

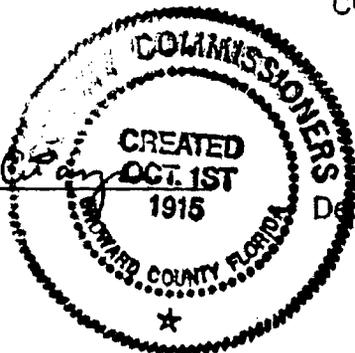
I, BERTHA HENRY, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an Interlocal Agreement for Guaranteed Partial Service entered into by Broward County and City of Hallandale Beach as the same appears of record in the minutes of said Board of County Commissioners meeting held on the 9th day of December 2008; item 48.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of September 2009.

BERTHA HENRY
COUNTY ADMINISTRATOR

By

Shirley Gray



Deputy Clerk

(SEAL)