

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Services Division
1 North University Drive
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT
FOR INSPECTIONS, MONITORING, AND BLASTING RELATED
SERVICES TO BE PERFORMED BY THE
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 MIRAMAR, 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 a Building Code Services Division ("Division") that conducts inspections, monitoring, and other services related to blasting and the use of explosives within Broward County; and

WHEREAS, CITY is desirous of procuring all or some of the services of COUNTY for the performance of inspections, monitoring, and analysis of seismographic data ("Services") within the municipal boundaries of CITY; and

WHEREAS, COUNTY, through said Division, is willing to perform such Services on the terms and conditions hereinafter set forth, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 COUNTY shall place additional seismographs at locations agreed upon by CITY and COUNTY's Blasting Official. If the seismographs are to be placed upon private

property, CITY agrees to provide COUNTY with consent from the property owner(s) for placement of the seismographs and access for extracting blasting data from the seismographs.

- 1.2 COUNTY shall provide an inspector to monitor the blasting event number data.
- 1.3 No later than the tenth (10th) day of each month, COUNTY's Blasting Official shall review the seismographic data from the previous month and provide CITY with a vibration analysis, based on the data from the blasting events. COUNTY's analysis shall also include a brief description of the installation of the transducer.
- 1.4 COUNTY shall perform the Services set forth herein through the Division, or any successor division as may be designed by the County Administrator.
- 1.5 Additional services may be provided to CITY upon written amendment to this Agreement, as provided in Section 8.6.

ARTICLE 2 – COMPENSATION

- 2.1 COUNTY shall provide Services set forth in Article 1, Sections 1.1 and 1.2, at the rates as follows:

1st through 3rd seismographs - \$100.00 per hour, includes seismograph rental

Additional seismographs - \$720.00 each for the first complete month, \$625.00 each for the second complete month; \$525.00 each for the third complete month, and \$475.00 each per month thereafter

It is estimated that approximately 1.5 hours of inspector time will be required for the placement of each seismograph and monitoring of each blast. COUNTY shall provide the Services set forth in Article 1, Section 1.3, at the rate of One Hundred and 00/100 Dollars (\$100.00) per hour for each seismograph unit.

- 2.2 COUNTY shall invoice CITY on a monthly basis for actual Services provided to CITY by COUNTY during the preceding month. CITY shall reimburse COUNTY within forty-five (45) days after the date of the invoice. CITY shall be invoiced for fractional portions of an hour in half hour increments to the nearest half hour at the rate set forth herein.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 This Agreement shall commence upon execution by COUNTY and shall continue in full force and effect for two (2) years.

- 3.2 This Agreement may be extended upon mutual, written agreement by the parties. Such written agreement need not be executed with the same formality and of equal dignity of this Agreement, but must comply with Section 8.6 below.

ARTICLE 4 – GOVERNMENTAL IMMUNITY

CITY is a State agency as defined in Section 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 and employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either 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 5 – INSURANCE

COUNTY is self-insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party, for convenience or for cause, upon thirty (30) days' notice to the other party of such termination pursuant to Article 7, Notices, herein.

ARTICLE 7 – NOTICES

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

To COUNTY:

Director, Broward County Building Code Services Division
One North University Drive
Plantation, FL 33324

With copy to:

Broward County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

To CITY:

City Manager, City of Miramar
2300 Civic Center Place
Miramar, FL 33025

With copy to:

Jamie Alan Cole, Esquire
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

ARTICLE 8 – MISCELLANEOUS PROVISIONS

- 8.1 **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.
- 8.2 **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 cannot be construed as a waiver of any future or continuing similar or dissimilar failure.
- 8.3 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 8.4 **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, agreement, 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.
- 8.5 **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.
- 8.6 **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 Article 3.1 or adding or deleting services to the Scope of Services, including the

performance of additional monitoring services under Article 1, may be approved by the County Administrator for COUNTY and by the City Manager for CITY, provided that such amendment(s), and approval by such officials, are memorialized in writing.

- 8.7 **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 in and for 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.
- 8.8 **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.
- 8.9 **RECORDING:** This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 8.10 **SUPERSEDING EFFECT:** This Agreement supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between Broward County and the City of Miramar for Inspections, Monitoring, and Blasting Related Services to be Performed by the Building Code Services 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 _____ day of _____, 20____, and CITY OF MIRAMAR, signing by and through its City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____
Mayor
____ day of _____, 20__

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) 357-6968

By  8/15/17
Maite Azcoitia
Deputy County Attorney

INTERLOCAL AGREEMENT FOR INSPECTIONS, MONITORING, AND BLASTING RELATED SERVICES TO BE PERFORMED BY THE BUILDING CODE SERVICES DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT.

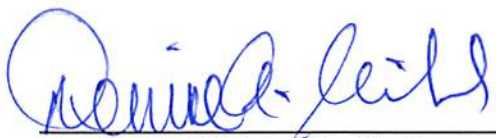
CITY OF MIRAMAR

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year written.

ATTEST

THE CITY OF MIRAMAR

BP



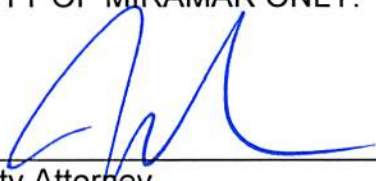
Denise A. Gibbs, City Clerk

By: 

Kathleen Woods-Richardson
City Manager

Date: 7/18/17

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:



City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L. ECG