

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Services 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 REPRESENTATION AT
HEARINGS BY THE BROWARD COUNTY
MINIMUM HOUSING/UNSAFE STRUCTURES BOARD
TO BE PROVIDED BY THE BROWARD COUNTY ENVIRONMENTAL LICENSING
AND BUILDING PERMITTING DIVISION OF THE
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT**

This Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF HILLSBORO BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

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 Minimum Housing/Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code; and

WHEREAS, the Board, pursuant to Chapter 5 of the Broward County Code of Ordinances is authorized to hear and dispose of cases brought by the Building Official; and

WHEREAS, TOWN, pursuant to Resolution No. 2017-901, authorizes the use of the Board to hear and dispose of cases brought by the TOWN Building Official; and

WHEREAS, COUNTY, pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 116 of the Florida Building Code has the authority to hear and dispose of cases brought by the Building Official; and

WHEREAS, COUNTY, through said Board 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 TOWN 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 TOWN Building Official for violations of the Florida Building Code.

1.2. Once the TOWN Building Official determines that a violation exists, COUNTY shall be responsible for:

- (a) filing a case with the Board; 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 Board or any successor entity.

1.4. TOWN shall be responsible for implementing the Orders and directives of the Board to cause the violation(s) to be corrected.

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 TOWN pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of TOWN not specifically addressed by this Agreement shall be retained by TOWN. TOWN shall retain responsibility for filing and/or defending any appeals to orders of the Board.

ARTICLE 3 - COMPENSATION

3.1. COUNTY shall provide services set forth above at the rate of Eighty and 75/100 Dollars (\$80.75) per hour for the Code Enforcement Officer and Forty-one and 29/100 Dollars (\$41.29) 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 TOWN, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of 30 minutes. The County shall not exceed a total cost, per case, of Five Hundred and 00/100 (\$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.

3.2. COUNTY shall invoice TOWN on a monthly basis for actual services provided during the preceding month. TOWN shall reimburse COUNTY within thirty (30) days of the date of the invoice.

3.3. Fines and liens recorded against property shall run in favor of the TOWN.

3.4 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 TOWN with notice of anticipated increases, if any. Any increases shall take effect on October 1st, following the May 1st notification.

3.5. TOWN shall be responsible for the actual costs of the services delineated in this Agreement in implementing the Orders and directives of the Board to cause the violation(s) to be corrected. Such costs shall include, but not be limited to, boarding up property and demolition necessary to remove the violation(s).

ARTICLE 4 - TERM OF AGREEMENT

4.1. This Agreement shall commence upon execution by COUNTY, and shall continue in full force and effect until midnight **September 30, 2022**.

4.2. This Agreement shall continue in full force and effect unless written notice of termination by COUNTY or TOWN 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 TOWN and upon acceptance by COUNTY.

ARTICLE 5 – GOVERNMENTAL IMMUNITY

TOWN 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 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, herein. Within sixty (60) days of termination of this Agreement, COUNTY shall forward to TOWN all documentation related to cases previously heard or being prepared to be heard by the Unsafe Structures Board.

ARTICLE 8 – 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 United States mail, postage prepared, first class and certified, return receipt requested, addressed as follows:

TO COUNTY

Director, Broward County Building Code Services
1 North University Drive
Building B, Box 302
Plantation, Florida 33324

With copy to:

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

TO TOWN:

Mac Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

With copy to:

Sherry D. Henderson, Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT: COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the TOWN 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 TOWN. 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 Article 4.2 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 TOWN 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: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and the TOWN, signing by and through its Mayor, duly authorized to execute same by Commission action on the 14 day of November, 2017.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 11/14/17
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH FOR HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD

TOWN

TOWN OF HILLSBORO BEACH

Attest:

Sherry M. Henderson
TOWN Clerk

By Deborah L. Tarrant
Mayor-Commissioner

14 day of NOVEMBER, 20 17



By Lois M. [Signature]
TOWN Manager

14 day of NOVEMBER, 20 17

APPROVED AS TO FORM:

By [Signature]
TOWN Attorney

Ma/
#16-49
ELBPDunsafe_hillsboro-a01