

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

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

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

This is a First Amendment to the Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of North Lauderdale, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

- A. The Parties entered into the Agreement effective October 1, 2019, that provides for utilization of County's Unsafe Structures Board to hear and dispose of cases brought by the City Building Official to enforce minimum standards of maintenance in accordance with the Florida Building Code.
- B. The Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."
- C. County maintains a Resilient Environment Department, formerly known as the Environmental Protection and Growth Management Department, which includes a Building Code Division ("BCD") (formerly known as the Building Code Services Division), that conducts plan review and permit inspection services, including inspections and administrative support in preparation of case files for presentation to County Hearing Officer/Special Magistrate, related to enforcement of Florida Building Code-related violations and the 40 Year Building Safety Inspection Program.
- D. Pursuant to an existing ILA between the Parties, County, through its BCD, has been certified by the Broward County Board of Rules and Appeals and provides Building Official services to City, including plan review and inspection services, related to the Florida Building Code.
- E. Sections 104.1.2 and 110.15 of the Florida Building Code require that the County Building Official enforce the provisions of the Florida Building Code, including the 40-Year Building Safety Inspection Program, within City.
- F. Pursuant to Chapter 8½ of the Broward County Code of Ordinances, the County Hearing Officer/Special Magistrate is authorized to hear and dispose of cases brought by Building Officials and code inspectors.
- G. City is desirous of procuring the professional services of County for the performance of preparation of files for presentation to County Hearing Officer/Special Magistrate of cases related to enforcement of the 40-Year Building Safety Inspection Program, and to City Hearing Officer/Special

Magistrate of Florida Building Code-related cases unrelated to the 40-Year Building Safety Inspection Program, within the municipal boundaries of City.

H. Pursuant to Chapter 8½ of the Broward County Code of Ordinances, the County Hearing Officer/Special Magistrate have the authority to hear and dispose of cases brought by the City Building Official.

I. County is willing to perform code enforcement functions, including inspections and administrative support in preparation of case files for presentation to County and City Hearing Officer/Special Magistrate, related to enforcement of Florida Building Code-related violations and the 40-Year Building Safety Inspection Program ("Services"), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

1. Article 1, "Scope of Services," is hereby amended to read as follows, with underlines being insertions and strikethroughs being deletions:

1.1. County agrees to make the Board and County Hearing Officer/Special Magistrate available to hear and dispose of cases brought by the City Building Official for violations of the Florida Building Code constituting unsafe structures and for legal noncompliance with the 40-Year Building Safety Inspection Program requirements. Such code enforcement services shall include the performance of inspections, issuance of citations, notices of violations, notices of hearings, attendance of hearings, and the provision of testimony, as appropriate, for violations constituting unsafe structures and enforcement of the 40-Year Building Safety Inspection Program, including notification of property owners of 40-Year Building Safety Inspection Program requirements.

1.2. County agrees to provide Florida Building Code enforcement services unrelated to the 40-Year Building Safety Inspection Program and unsafe structures. Citations and notices of violation related to unsafe structures and the 40-Year Building Safety Inspection Program shall be brought before the Board or County Hearing Officer/Special Magistrate, as deemed appropriate. Citations and notices of violations unrelated to the 40-Year Building Safety Inspection Program and not deemed to constitute an unsafe structure shall be brought before City Hearing Officer/Special Magistrate.

1.3. Once City Building Official determines that a violation exists, County shall be responsible for:

- (a) filing a case with the Board or the County or City Hearing Officer/Special Magistrate, as appropriate, on behalf of City; and
- (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board or the County or City Hearing Officer/Special Magistrate, appropriate.

1.34. All fines and liens resulting from said processes shall run in favor of City. County shall perform the above-described functions through the Building ~~Services~~ Code Division, or any successor entity.

1.45. With the exception of BCD employees providing Services pursuant to this Agreement, City shall be responsible for ensuring that the appropriate witnesses attend the hearing(s) to provide the relevant testimony and evidence and for implementing the orders and directives of the Board and/or the Hearing Officer/Special Magistrate to cause the violation(s) to be corrected. The Parties acknowledge that County is merely performing processing functions and providing access to the Board or County Hearing Officer/Special Magistrate as a vehicle for City to enforce the provisions of the Florida Building Code, including related to unsafe structures and 40-Year Building Safety

Inspection Program. Accordingly, City retains the responsibility for filing or defending any appeal(s) of Board or County Hearing Officer/Special Magistrate orders or defending legal actions arising from enforcement actions taken by City pursuant to a Board or County Hearing Officer/Special Magistrate order.

2. Article 3, "Compensation," is hereby amended to read as follows, with underlines being insertions and strikethroughs being deletions:

3.1. County shall provide Services at the rate of Eighty-five and 67/100 Dollars (\$85.67) per hour for the Code Enforcement Officer/Building Code Inspector/Building Code Inspector Trainee; Ninety-seven and 58/100 Dollars (\$97.58) per hours for a Plans Examiner; Ninety-eight and 56/100 Dollars (\$98.56) per hour for a Chief Building Code Inspector; Ninety-nine and 80/100 Dollars (\$99.80) per hour for Building Official Services; and Thirty-seven and 70/100 Dollars (\$37.70) 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~~ For cases brought before the Board, County shall not exceed a total cost, per case, of Five Hundred and 00/100 (\$500.00) without written authorization from the City. All costs shall be properly documented and such documentation provided to the City with the monthly invoices.

...

3.5. City shall be responsible for the actual costs of the services delineated necessary to implement orders and directives of the Board or County or City Hearing Officer/Special Magistrate to cause the violations(s) to be corrected. Such costs shall include, but are not be limited to, boarding up property and demolition necessary to remove the violation(s).

3. Article 5, "Governmental Immunity; Indemnification," is hereby amended to read as follows, with underlines being insertions and strikethroughs being deletions:

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. City agrees to indemnify and defend Broward County and its directors, officers, agents, and the Board from any and all claims, causes of actions, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's or County or City Hearing Officer's/Special Magistrate's disposition of any case(s) heard on behalf of City pursuant to this Agreement.

4. Article 7, "Termination," is hereby amended to read as follows, with underlines being insertions and strikethroughs being deletions:

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. Within sixty (60) days after termination of this Agreement, County shall forward to City all documentation related to cases previously heard or being prepared to be heard by the Board and/or the County or City Hearing Officer/Special Magistrate.

5. Article 8, "Notices," is hereby amended to read as follows, with underlines being insertions and strikethroughs being deletions:

...

TO COUNTY:

Director, Broward County Building Services Code Division  
~~1 North University Drive~~  
~~Building B, Box 302~~  
~~Plantation, Florida 33324~~  
2307 West Broward Boulevard, Suite 300  
Fort Lauderdale, FL 33312

...

6.e Article 9, "Miscellaneous Provisions," is hereby amended to read as follows, with underlines being insertions and strikethroughs being deletions:e

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, Barry Ballester Andrea Rulka AT (954) 765-4400, ext. 9803 9882, bballester@broward.org arulka@broward.org, ~~ONE NORTH UNIVERSITY DRIVE, PLANTATION, FLORIDA 33324~~ 2307 West Broward Boulevard, Suite 300, Fort Lauderdale, FL 33312, OR [City's Custodian].**

...

9.7 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.

...

7.e Except as expressly provided herein, all other provisions of the Agreement remain in full force and effect.e

8.e In accordance with the Florida Interlocal Cooperation of 1969, Section 163.01, Florida Statutes,e this Agreement shall be recorded in the Public Records of Broward County, and shall be effective upon such recordation.e

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, by and through its Board of County Commissioners, signing by its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and City, signing by and through Us \_\_\_\_\_, duly authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

County

\_\_\_\_\_  
County Administrator, as  
ex officio Clerk of the Board of  
County Commissioners

Broward County, through its Board  
of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_ 2 \_\_\_\_.

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

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA  
Date: 2022.06.07 12:17:04 -04'00'

Maite Azcoitia  
Deputy County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF NORTH LAUDERDALE FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE BROWARD COUNTY UNSAFE STRUCTURES BOARD

City

City of North Lauderdale

Attest:

  
City Clerk



By   
Mayor-Commissioner  
31 day of May, 2022

By   
City Manager  
3 day of June, 2022

APPROVED AS TO FORM:

By   
City Attorney

MA/  
#19-49  
BCDunsafe\_NoLaud inc 40-year inspections-a03

RESOLUTION NO. 22-05-1083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT OF THE INTERLOCAL AGREEMENT, ATTACHED HERETO, BY AND BETWEEN THE CITY OF NORTH LAUDERDALE, FLORIDA AND BROWARD COUNTY, FLORIDA FOR SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE STRUCTURES BOARD TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION OF THE RESILIENT ENVIRONMENT DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:



Section 1: That the City Manager, be and the same is hereby authorized and directed to enter into the first amendment of the Interlocal Agreement, attached hereto, by and between the City of North Lauderdale, Florida and Broward County, Florida, providing for services in connection with hearings before the Unsafe Structures Board related to the 40 Year Inspections and before the City Special Magistrate related violations of the Florida Building Code effective upon adoption by the Broward County Commission.

Section 2: That this Resolution shall take effect upon adoption by the Broward County Commission.

PASSED AND ADOPTED by the City Commission of the City of North Lauderdale, Florida this day of \_\_\_\_\_.

APPROVED AS TO FORM:

  
CITY ATTORNEY SAMUEL GOREN

  
MAYOR ANA M. HADDE  
  
VICE MAYOR SAMSON BÖRGELIN



ATTEST:

  
ELIZABETH GARCIA-BECKFORD, CITY CLERK