

**EXHIBIT A**

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

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

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

This First Amendment to Interlocal Agreement is made and entered into between:  
Broward County, a political subdivision of the state of Florida, hereinafter referred to as  
"County,"

and

City of Deerfield Beach, a municipal corporation existing under the laws of the state  
of Florida, hereinafter referred to as "City" (collectively referred to as the "Parties").

A. City and County entered into that certain Interlocal Agreement for Broward  
County Staff Services in Connection with Hearings Before the Unsafe Structures Board,  
recorded on September 24, 2020, and recorded at Instrument #116752163 of the Official  
Records of Broward County ("Agreement").

B. The Agreement was entered into pursuant to Section 163.01, Florida  
Statutes, also known as the "Florida Intergovernmental Cooperation Act of 1969",.

C. The Agreement is set to expire on September 30, 2025, and provides for  
renewal for additional five (5) year periods upon request of City and upon acceptance by  
County Administrator.

D. City has requested that the Agreement be renewed for an additional five (5)  
year period, commencing on October 1, 2025, and terminating on September 30, 2030.

E. County, through the Building Code Division of the Resilient Environment  
Department, agrees to continue to provide services for an additional five (5) year period.

F. County is also desirous of amending Article 3 of the Agreement to reflect the current compensation rates for persons providing Services and to increase the annual adjustment to ten percent (10%) per year, consistent with the County's costs; Article 5 regarding Governmental Immunity and Indemnification; and Article 8 and Section 9.1 to update the information related to the Building Code Division and County's custodian of public records.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (with deletions being indicated by ~~strike throughs~~ and additions being indicated by **bold/underlining**):

1. The Recitals contained above are true and correct, form a material part of this First Amendment upon which the Parties have relied, and are incorporated by reference.

2. Article 3, Compensation, is hereby Paragraph 3.1 of the Agreement is hereby amended to read as follows:

**3.1 From the date of execution of this Amendment by the Parties up to and including September 30, 2025, County will provide Services at the rate of ~~Eighty-five and 67/100~~ Ninety-two and 87/100 Dollars (\$85.67 92.87) per hour for the Code Enforcement Officer, ~~Ninety-nine and 05/100~~ Dollars (\$99.05) per hour for the Chief Building Code Inspector, and ~~Thirty-seven and 70/100~~ Thirty-nine and 60/100 Dollars (\$37.70 39.60) per hour for clerical support. Commencing on October 1, 2025, County will provide Code Enforcement Officer Services at the rate of Ninety-seven and 51/100 Dollars (\$97.51) per hour.** Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half (1½) the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes. County shall not exceed a cost, per case, of ~~Five Hundred One Thousand and 00/100 Dollars (\$500.00 1,000.00)~~ without written authorization from City. All costs shall be properly documented and such documentation provided to City with the monthly invoices.

...

**3.4** The amounts set forth above will may be adjusted annually by County by an amount not to exceed ~~five~~ ten percent (~~5~~ 10%) each year, to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding

five ~~ten~~ percent (5 10%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1<sup>st</sup> of each year, County will provide City with written notice of anticipated increases, if any. Absent an objection from the City Manager, Any increases will take effect on October 1<sup>st</sup> following the May 1<sup>st</sup> notification. If an objection is received from City, this Agreement shall terminate on September 30<sup>th</sup>, following the May 1<sup>st</sup> notification.

3. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1 This Agreement will commence on the date it is fully executed by the Parties and shall continue in full force and effect until midnight, ~~September 30, 2025~~ September 30, 2030.

4. Article 5, Governmental Immunity; Indemnification, is hereby amended to read as follows:

Except to the extent sovereign immunity may be deemed waived by entering into his Agreement, 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 786.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent ~~permitted~~ required by law. Notwithstanding the foregoing and to the extent City presents cases before the Board pursuant to this Agreement, the Board is not an agent of County. Accordingly, City agrees to indemnify and defend Broward County and its officers, directors, agents, and the Board from any and all claims, causes of action, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's disposition of any cases(s) heard on behalf of City pursuant to this Agreement.

5. Article 8, Notices, is hereby amended to read as follows:

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 prepaid, first class and certified, return receipt requested, addressed as follows:

To County:  
Director, Broward County Building Code ~~Services~~ Division  
~~1 North University Drive~~  
~~Building B, Box 302~~

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, through its County Administrator, authorized to execute same by Section 9.7 of the Interlocal Agreement; and the City of Deerfield Beach, signing by and through its \_\_\_\_\_, duly authorized to execute same.

County

WITNESSES:

Broward County, through its  
County Administrator

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Monica Cepero  
County Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

By MAITE AZCOITIA Digitally signed by MAITE  
AZCOITIA  
Date: 2025.09.16 08:55:23 -04'00'  
Maite Azcoitia  
Deputy County Attorney

\_\_\_\_ day of \_\_\_\_\_, 2025

MA/  
BCD ILA Deerfield\_unsafe 1<sup>st</sup> amend  
08/14/25  
60053-0000

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

City

City of Deerfield Beach

Attest:

Signed by:

*Heather Montemayor*

Heather Montemayor, City Clerk

By

Todd Drosky, Mayor

*8th* day of *Sept.*, 2025

Approved as to form:

Signed by:

*Anthony Soroka*

By

Anthony Soroka, City Attorney