

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:  
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115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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

This is a Second 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. The Parties entered into a First Amendment to the Agreement providing for County, through its Building Code Division ("BCD") of the Resilient Environmental Department ("RED"), to prepare files for presentation to the County Hearing Officer/Special Magistrate of cases related to the 40-Year Building Safety Inspection Program [n/k/a the Building Safety Inspection Program] and to the City Hearing Officer/Special Magistrate of Florida Building Code-related cases unrelated to the Building Safety Inspection Program ("First Amendment").

D. The Agreement, as modified by the First Amendment, will expire on September 30, 2024.

E. The Parties are desirous of further amending the Agreement to extend its termination date, update the rate of compensation for services provided by County, and

provide for the cost of providing Hearing Officer/Special Magistrate services, including ancillary costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows (with deletions being indicated by ~~strikethroughs~~ and additions being indicated by **bold/underlining**):

1. Article 3, "Compensation," is hereby amended to read as follows:

3.1. County shall provide Services at the rate of ~~Eighty-five and 67/100 Dollars (\$85.67)~~ **Ninety-two and 87/100 Dollars (\$92.87)** per hour for the Code Enforcement Officer/Building Code Inspector/Building Code Inspector Trainee; ~~Ninety-seven and 58/100 Dollars (\$97.58)~~ **Ninety-eight and 80/100 Dollars (\$98.80)** per hours for a Plans Examiner; ~~Ninety-eight and 56/100 Dollars (\$98.56)~~ **Ninety-nine and 05/100 Dollars (\$99.05)** 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)~~ **Thirty-nine and 60/100 Dollars (\$39.60)** 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. 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.

...

**3.6. In addition to the compensation amounts set forth in Section 3.1, County shall bill the City One Hundred Twenty-five Dollars (\$125) for each code enforcement case presented before the County Hearing Officer/Special Magistrate. This amount shall compensate County for the cost of the Hearing Officer/Special Magistrate and ancillary costs related to the hearing including, but no limited to, security personnel. This amount shall not be subject to annual adjustment pursuant to Section 3.4.**

2. Article 4, "Term of Agreement," is hereby amended to read as follows:

4.1. This Agreement shall commence on October 1, 2019, and shall continue in full force and effect until midnight ~~September 30, 2024~~ **September 30, 2029**.

...

3. Except as expressly provided herein, all other provisions of the Agreement remain in full force and effect.
4. In accordance with the Florida Interlocal Cooperation of 1969, Section 163.01, Florida Statutes, this Second Amendment shall be recorded in the Official Records of Broward County, and shall be effective upon such recordation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 \_\_\_\_\_, 2024, and City, signing by and through its \_\_\_\_\_, duly authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2024.

County

Broward County, through its  
Board of County Commissioners

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

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

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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: 2024.10.09 11:26:16 -04'00'  
Maite Azcoitia  
Deputy County Attorney

SECOND 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

By \_\_\_\_\_  
Mayor-Commissioner

8<sup>th</sup> day of October, 2027

Attest:

City Clerk



By \_\_\_\_\_  
City Manager

9 day of Sept, 2027  
Oct 23

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

MA/  
08/01/24  
#19-49  
BCD No Laud Unsafe\_Structure 2<sup>nd</sup> Amendment final