

RESOLUTION NO. R-2019-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, REGARDING GUARANTEED PARTIAL BUILDING CODE SERVICES.

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City desires to enter into an Interlocal Agreement ("Agreement") with Broward County ("County") for guaranteed partial Building Code services within the City's boundaries; and

WHEREAS, Broward County's Building Code Services Division of the Environmental Protection and Growth Management Department ("BCSD") offers guaranteed partial services to municipalities in their jurisdiction and currently supplies these services to several cities; and

WHEREAS, such services include building official, plan review, permit inspections, code enforcement, and other services relating to the Florida Building Code ("Building Code"); and

WHEREAS, the City desires to enter into an agreement with BCSD in order to accommodate periods of high demand, especially in times of major natural events or peaks in construction activity, thereby requiring such services to become necessary in meeting an unexpectedly high demand; and

WHEREAS, the City currently has agreements with two private providers and desires to expand the existing library of resources available to the Department of Development Services, Building Division; and

WHEREAS, entering into an agreement with Broward County will not preclude the City from hiring its own full-time/part-time employees, nor does it preclude the City from entering into similar agreements with other private providers; and

WHEREAS, there is no immediate cost to enter into the Agreement with the County, and the City will only incur costs when services are requested by the City based upon the rates set forth in the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, REGARDING GUARANTEED PARTIAL BUILDING CODE SERVICES.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Interlocal Agreement with Broward County, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.


Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 6 day of MARCH, 2019.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES, CITY ATTORNEY 

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
GUARANTEED PARTIAL SERVICE
BUILDING CODE SERVICES TO BE PERFORMED BY THE
BROWARD COUNTY 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 HOLLYWOOD, a municipal corporation existing under the laws of the State
of Florida, hereinafter referred to as "CITY."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes,
also known as the "Florida Interlocal Cooperation Act of 1969."

B. COUNTY maintains an Environmental Protection and Growth Management
Department that includes a Building Code Services Division ("BCSD"), which conducts
building official, plan review, permit inspections, code enforcement, and other services
relating to the Florida Building Code ("Building Code").

C. The CITY is desirous of procuring from COUNTY guaranteed partial Building
Code services within the municipal boundaries of the CITY, consistent with Schedule A
attached hereto ("Services").

D. COUNTY, through BCSD, is willing to perform such Services pursuant to the
terms and conditions hereafter 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. CITY agrees to transfer to COUNTY the authority to perform Services in accordance with the terms herein.

1.2 COUNTY shall perform the Services through its BCSD, or any successor division as may be designated by the County Administrator.

1.3 CITY shall issue permits for the Services and retain the applicable fees. COUNTY shall charge CITY an hourly rate for providing CITY a guaranteed level of staffing for the year. The requested minimum level of staffing for the term of the agreement will be based on Schedule A. This form of guarantee will enable BCSD to supply CITY with dedicated staff that will not be diverted from CITY.

1.4 For services not listed in Schedule A, COUNTY will prioritize and respond to additional services requested, such as emergency, intermittent, unplanned, or limited, contingent on the availability of resources. Requests for additional service shall be delivered to BCSD no later than 3:30 P.M. the business day prior to the date requested.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1 It is specifically understood and agreed that all rights and powers as may be vested in CITY pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of CITY not specifically addressed by this Agreement shall be retained by CITY. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

- Engineering
- Water Management
- Drainage Districts
- Traffic Engineering
- Natural Resource Protection
- Health Department
- Fire Protection

2.2 In the event CITY desires to have COUNTY provide any of the above additional services, a separate agreement shall be required between CITY and COUNTY.

ARTICLE 3 - COMPENSATION

3.1 For Services requested in Schedule A, COUNTY shall provide Services set forth above at the rate of Eighty-three and 17/100 Dollars (\$83.17) per hour for a Building Code Inspector, Ninety-four and 74/100 Dollars (\$94.74) per hour for a Plans Examiner, Ninety-

five and 69/100 Dollars (\$95.69) 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 services. Overtime, when approved by CITY, shall be at one and one half (1½) the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes.

3.2 All costs shall be documented and said documentation provided to CITY with the monthly invoices. COUNTY shall invoice CITY on a monthly basis for the services requested in Schedule A by CITY for the preceding month. CITY shall reimburse COUNTY within thirty (30) days after the date of the invoice. Any sums paid to COUNTY are nonrefundable to CITY.

3.3 The amounts set forth above shall be adjusted annually by COUNTY, in an amount not to exceed five percent (5%) 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 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 CITY with notice of anticipated increases, if any. Any increases shall take effect on October 1st following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement shall commence on April 1, 2019, and shall continue in full force and effect until midnight April 1, 2022. Unless terminated as provided in Article 7, TERMINATION, this Agreement may be renewed for an additional five (5) year period upon request of CITY and approval of COUNTY, as provided in Section 9.6.

4.2 This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by COUNTY or CITY is provided pursuant to Article 8, NOTICES.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

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 is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

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 ninety (90) days' written notice to the other party of such termination pursuant to Article 8, NOTICES.

ARTICLE 8 – NOTICES

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

TO COUNTY:

Director, Building Code Services Division
1 North University Drive, Bldg. B, #302
Plantation, Florida 33324

With copy to:

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

TO CITY OF HOLLYWOOD:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33022

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 **ASSIGNMENT:** COUNTY shall perform the Services provided for in this Agreement exclusively and solely for CITY which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.2 **WAIVER:** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

9.3 **SEVERABILITY:** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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 CITY. 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 Section 4.1 or adding or deleting services to the scope of Services in Schedule A 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. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.8 DRAFTING: This Agreement has been negotiated and drafted by the parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

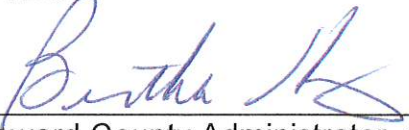
9.9 COUNTERPARTS AND MULTIPLE ORIGINALS: This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

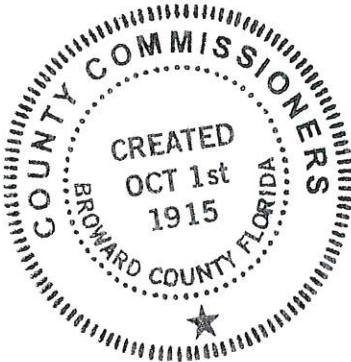
9.10 RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and CITY for selected services to be performed by the County Building Code Services Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14th day of December, 2010, and CITY, signing by and through its Mayor, duly authorized to execute same by Commission action on the 6th day of March, 20 19.


COUNTY

ATTEST:



Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners



Broward County, by and through
its Board of County Commissioners

By  Mayor
23 day of May, 20 19
(5/21/19 #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
Telecopier: (954) 357-7641


By  4/11/19
Maite Azcoitia
Deputy County Attorney

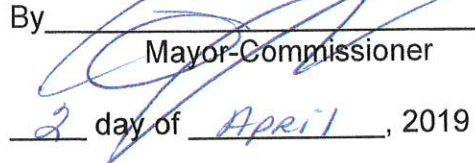
INTERLOCAL AGREEMENT FOR **GUARANTEED PARTIAL SERVICE** BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE SERVICES DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT



CITY

CITY OF HOLLYWOOD

Attest:


CITY Clerk

By 
Mayor-Commissioner
2 day of April, 2019 (date)

By  3/26/19 
CITY Manager
2 day of April, 2019 (date)

APPROVED AS TO FORM:

By 
CITY Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND RELIANCE
OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: 
CITY ATTORNEY

SCHEDULE A
BUILDING CODE SERVICES DIVISION
ANNUAL SERVICE REQUEST

CITY OF HOLLYWOOD

| DAYS | Building Official | Structural | | Electrical | | Mechanical | | Plumbing | | Clerical STAFF |
|-------------------|----------------------|------------|------|------------|------|------------|------|----------|------|-------------------|
| | | CHIEF | P.E. | CHIEF | P.E. | CHIEF | P.E. | CHIEF | P.E. | |
| MONDAY | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| TUESDAY | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| WEDNESDAY | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| THURSDAY | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| FRIDAY | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| Weekly | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| Annual | | | | | | | | | | |
| Total # of Weeks | | | | | | | | | | |
| Total hrs. | | | | | | | | | | |
| Total FTE | | | | | | | | | | |
| Annual | | | | | | | | | | |
| Total Dollar Amt. | | | | | | | | | | |

Signature _____

Title _____

Printed Name _____

Daily Total FTEs = Total daily hours divided by 7.5.
 Weekly hours = sum of total daily hours.
 Weekly FTEs = Total weekly hours divided by 37.5
 Annual hours = Total # of weeks times total weekly hours.
 Annual FTEs = Annual hours divided by 1744
 FTE - Full time equivalency

Dollar amount = annual hours times hourly rate for below services:
 INSP: Inspector (Hourly rate - \$83.17)
 PE: Plans Examiner (Hourly rate - \$94.74)
 CHIEF: Chief rate (Hourly rate - \$95.69)
 BO: Building Official (Hourly rate - \$99.80)
 Clerical Staff (Hourly rate - \$37.70)