

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

INTERLOCAL AGREEMENT FOR
GUARANTEED PARTIAL BUILDING CODE SERVICES
TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE DIVISION OF THE
PUBLIC WORKS AND ENVIRONMENTAL SERVICES 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 Oakland Park, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City" (collectively referred to as the "Parties").

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 a Public Works and Environmental Services Department that includes a Building Code Division ("BCD"), which conducts building official, plan review, permit inspections, code enforcement, and other services relating to the Florida Building Code ("Building Code").

C. City desires that County perform guaranteed partial Building Code services within the municipal boundaries of City, consistent with Schedule A attached hereto ("Services").

D. County, through BCD, is willing to perform such Services pursuant to the terms and conditions hereafter set forth.

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:

ARTICLE 1 - SCOPE OF SERVICES

1.1 City authorizes County to perform Services in accordance with the terms herein.

1.2 County will perform the Services through its BCD, or any successor division as may be designated by the County Administrator.

1.3 City will issue permits for the Services and retain the applicable fees. County will charge City an hourly rate to provide 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 BCD 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 services must be delivered to BCD 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 will 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 will be required between City and County.

ARTICLE 3 - COMPENSATION

3.1 For Services requested in Schedule A, County will provide Services at the rate of One Hundred One and 17/100 Dollars (\$101.17) per hour for a Building Code Inspector, One Hundred One and 27/100 Dollars (\$101.27) per hour for a Plans Examiner, One Hundred One and 28/100 Dollars (\$101.28) per hour for a Chief Building Code Inspector, One Hundred One and 30/100 Dollars (\$101.30) per hour for a Building Official, and Thirty-

nine and 60/100 Dollars (\$39.60) per hour for clerical support. Overtime, when pre-approved in writing by City, will be at one-and-one-half (1½) times the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes.

3.2 All costs must be properly documented and said documentation provided to City with the monthly invoices. County will 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) calendar days after the date of the invoice. Any sums paid to County are nonrefundable to City.

3.3 The amounts set forth above may be adjusted annually, in an amount not to exceed ten percent (10%) each year, to address increases or decreases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding ten percent (10%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County will provide City with written notice of anticipated increases or decreases, if any. Absent an objection from the City Manager, any changes will take effect on October 1st following the May 1st notification. If an objection is received from City, this Agreement shall terminate on September 30th, following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement will commence on the later of October 1, 2026, or the date it is fully executed by the Parties and recorded in the Official Records of Broward County pursuant to Section 163.01(11), Florida Statutes ("Effective Date"). Unless terminated pursuant to Section 3.3 or Article 7, Termination, this Agreement will continue in full force and effect until midnight, September 30, 2031. This Agreement may be renewed for an additional five (5) year period upon written request of City and approval of the County Administrator.

4.2 This Agreement will 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 in accordance with Article 8, Notices.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable 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 in accordance with Article 8, Notices.

ARTICLE 8 - NOTICES

Any and all notices given or required under this Agreement must 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 Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

To City:

City of Oakland Park
1100 Park Lane East
Oakland Park FL, 33334

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT: Neither party shall have the right to assign, transfer, or subcontract this Agreement nor any right or interest in it.

9.2 WAIVER: The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement will 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 will be deemed severed from this Agreement and the balance of this Agreement will 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 will 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 will be subject to the supervision of County. In providing Services, neither County nor its agents will act as officers, employees, or agents of City. This Agreement will 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 will be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments adding or deleting services to the scope of Services in Schedule A may be approved by the County Administrator.

9.7 LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.8 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, _____, AT (954) 765-4400 EXT. _____, (_____ [@BROWARD.ORG](mailto:_____@BROWARD.ORG)), 2307

**WEST BROWARD BLVD., SUITE 300, FORT LAUDERDALE,
FLORIDA 33312; OR THE CITY CUSTODIAN OF PUBLIC
RECORDS: SHERYL PAGE, BY TELEPHONE (954) 765-9900
EXT.9807, E-MAIL(SPAGE@BROWARD.ORG),
OR MAIL _____.**

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

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

9.11 RECORDING: This Agreement will be recorded in the Official Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969, at City's expense.

9.12 RECITALS: The truth and accuracy of each Recital set forth herein is acknowledged by the Parties as being true and correct and forms a material part of this Agreement upon which the Parties have relied.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement Between County and City for Services to be performed by the Broward County Building Code Division of the Public Works and Environmental Services Department on the respective dates under each signature: Broward County, signing by and through its County Administrator or designee, authorized to execute same by Section 31.123 of the Broward County Administrative Code, and City, signing by and through its duly authorized representative.

County

Witnesses:

Broward County, through its
County Administrator or designee

Signature

By _____

Print/Type Name

_____ day of _____ 20____.

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/Type Name

By _____
Maite Azcoitia
Deputy County Attorney

MA/
BCD_guarpartialsvc-OaklandPk
06/03/2026

INTERLOCAL AGREEMENT FOR GUARANTEED PARTIAL BUILDING CODE SERVICES
TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION OF THE
PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT

City

City of Oakland Park

Attest:

City Clerk
____ day of _____, 20____

By _____
Mayor-Commissioner
____ day of _____, 20____

By _____
City Manager
____ day of _____, 20____

Approved as to form:

By _____
City Attorney
____ day of _____, 20____

SCHEDULE A

TABLE TO BE PROVIDED BY BCD