

9-5-12
m-3

Return recorded document to:
Jeffery Halsey, Director
Pollution Prevention, Remediation and
Air Quality Division
1 North University Drive
Plantation, FL 33324

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

INTERLOCAL AGREEMENT FOR Go SOLAR
BUILDING PERMIT-RELATED SERVICES TO BE PERFORMED BY THE BROWARD
COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION 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 Fort Lauderdale, a municipal corporation
existing under the laws of the state of Florida, hereinafter referred to as "CITY/TOWN."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida
Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969";
and

WHEREAS, the COUNTY and CITY/TOWN have agreed to work together under
a U.S. Department of Energy ("DOE") Rooftop Solar Challenge Agreement Number
DE-EE0005701 ("Go SOLAR- Broward Rooftop Solar Challenge"); and

WHEREAS, Go SOLAR is part of a DOE initiative, which strives to make solar
energy cost-competitive with other forms of energy by the end of the decade; and

WHEREAS, the goal of reducing the installation costs of solar energy systems is
to contribute toward the widespread, large-scale adoption of this renewable energy
technology and restore the U.S. leadership in the global clean energy race; and

WHEREAS, DOE's Rooftop Solar Challenge serves as an incentive for
twenty-two (22) regional awardees to make it easier for Americans to implement solar
energy systems; and

WHEREAS, by streamlining permitting processes, making available best
management practices for zoning codes, connecting solar power to the electric grid, and

increasing access to financing, COUNTY, CITY/TOWN, and other municipalities who are participating in Go SOLAR will clear a path for rapid expansion of solar energy and serve as models for other communities in the state of Florida and across the nation; and

WHEREAS, one primary goal of Go SOLAR is to create a web based permitting solution for rooftop photovoltaic (PV) installations, whereby applicants can apply online for a permit to install a PV system and immediately be issued a permit application, complete with pre-approved design plans; and

WHEREAS, COUNTY maintains an Environmental Protection and Growth Management Department which includes a Permitting, Licensing, and Consumer Protection Division ("PLCPD") that conducts building plan review, permit inspections, code enforcement, and other building permit-related services; and

WHEREAS, COUNTY has agreed to accept the online applications, an agreed upon permit fee, and disseminate the application and permit fee to the applicable municipality; and

WHEREAS, CITY/TOWN agrees, at no additional cost to CITY/TOWN, to transfer to COUNTY the authority to receive applications for rooftop PV installations within municipal boundaries, to issue permits for those rooftop PV installations that utilize pre-approved design plans under the CITY/TOWN permit brand, and distribute to CITY/TOWN an agreed upon fee for those rooftop PV installations within CITY/TOWN municipal limits for which COUNTY issues permits; and

WHEREAS, the COUNTY, through PLCPD, 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/TOWN agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 Permits. CITY/TOWN agrees to transfer to COUNTY, and COUNTY agrees to accept, the authority to receive web based applications for rooftop PV installations that utilize the Go SOLAR permitting process and issue permits for said installations. Applicants for permits submitting a web based application shall provide COUNTY with Five Hundred Fifty-two and 00/100 Dollars (\$552.00) via credit card payment. This fee consists of the following:

\$500.00	Basic Permit Fee
\$24.00	Board of Rules and Appeals Surcharge
\$ 7.50	Section 553.721, Florida Statutes, Surcharge
\$ 7.50	Surcharge as per Section 468.631, Florida Statutes
\$13.00	Credit Card Convenience Fee

1.2 Inspections and re-inspections. CITY/TOWN retains the authority to conduct inspections and re-inspections of rooftop PV installations which were permitted under the Go SOLAR permitting process. Re-inspections of installations for which permits were issued pursuant the Go SOLAR permitting process shall be scheduled through the web based permitting system. Permit applicants shall provide County with Fifty-two and 00/100 Dollars (\$52.00) per re-inspection via credit card payment. This fee consists of the following:

\$50.00	Re-inspection Fee
\$2.00	Credit Card Convenience Fee

1.3 Fee Collection and Distribution: Beginning no later than the 15th of the second month after the web based permitting system is active, and no later than the 15th of each month thereafter during the term of this Agreement, COUNTY shall distribute the amount of Five Hundred Thirty-nine and 00/100 Dollars (\$539.00) to CITY/TOWN for each permit issued for a rooftop PV installation within municipal boundaries during the preceding month and Fifty and 00/100 Dollars (\$50.00) for each re-inspection of a rooftop PV installation scheduled during the preceding month, together with documentation indicating the number of permits issued or re-inspections scheduled in the preceding month for rooftop PV installations, the addresses for which the permits were issued and/or re-inspections scheduled, and the permit number for each rooftop PV installation permit issued or re-inspection scheduled within municipal limits. If no permits were issued or re-inspections scheduled for rooftop PV installations during the preceding month, COUNTY shall provide CITY/TOWN with documentation indicating same. The \$539.00 per permit and \$50.00 per re-inspection provided to CITY/TOWN consists of the following:

\$500.00	Basic Permit Fee
\$24.00	Board of Rules and Appeals Surcharge
\$ 7.50	Section 553.721, Florida Statutes, Surcharge
\$ 7.50	Surcharge as per Section 468.631, Florida Statutes
\$50.00	Re-inspection Fee

1.4 Zoning. CITY/TOWN will consider changes to modify and/or amend its zoning regulations so that web based applications for rooftop PV installations that utilize the Go SOLAR permitting process shall be consistent with the CITY/TOWN zoning regulations and shall not be subject to zoning review, inspection(s), or additional fees.

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

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO THE COUNTY

It is specifically understood and agreed that all rights and powers unrelated to the issuance of permits for the installation of rooftop PV systems as may be vested in the

CITY/TOWN pursuant to Chapter 166, Florida Statutes, as amended, or any other law or ordinance or Charter provision not specifically addressed by this Agreement, shall be retained by the TOWN/CITY.

ARTICLE 3 - TERM OF AGREEMENT

3.1 This Agreement shall be deemed to have commenced upon execution by the COUNTY and shall continue in full force and effect until February 14, 2020.

3.2 This Agreement shall remain in full force and effect through the termination date unless written notice of termination by the COUNTY or the CITY/TOWN is provided pursuant to Article 7, NOTICES.

ARTICLE 4 - GOVERNMENTAL IMMUNITY

CITY/TOWN is a municipal corporation existing under the laws of the State of Florida and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 5 - INSURANCE

The COUNTY is self insured in accordance with provisions set forth within Section 768.28, Florida Statutes, as amended.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Section 8, NOTICES, herein.

ARTICLE 7 - 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 THE COUNTY:

Director, Broward County Permitting,
Licensing and Consumer Protection 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/TOWN:

Lee R. Feldman, City Manager
City of Fort Lauderdale
100 N. Andrews Ave
Fort Lauderdale, FL 33301

With copy to:

Carrie L. Sarver
City of Fort Lauderdale
100 N. Andrews Ave
Fort Lauderdale, FL 33301

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 **ASSIGNMENT:** COUNTY shall perform the selected services provided for in this Agreement exclusively and solely for the CITY/TOWN which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

8.2 **AMENDMENTS:** Except for the provisions set forth in Section 3.1, 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.

8.3 **COMPLIANCE WITH LAWS:** COUNTY shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

8.4 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.5 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

8.6 **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.

8.7 INDEPENDENT CONTRACTOR: The COUNTY is an independent contractor under this Agreement. Services provided by the COUNTY pursuant to this Agreement shall be subject to the supervision of the COUNTY. In providing such Services, neither the COUNTY nor its agents shall act as officers, employees, or agents of the CITY/TOWN. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.8 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. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

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

8.10 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

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

8.12 MULTIPLE ORIGINALS: Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

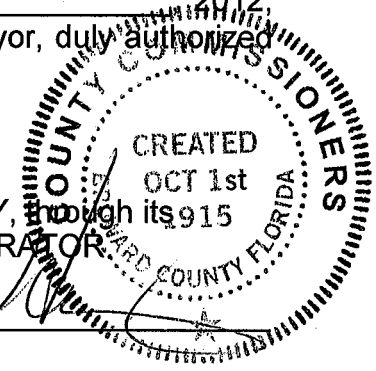
IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on 26 day of June, 2012, and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR


Bertha Henry
County Administrator

31st day of October, 2012



WITNESSES:

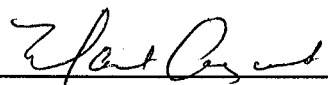

Signature

SUSAN SEFERIAN
Print Name


Signature

JODI GARDNER
Print Name

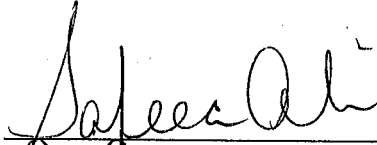
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641


By  10/25/12
Maite Azcoitia (Date)
Deputy County Attorney

Interlocal Agreement for Building Permit-Related Services to be Performed by the Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department

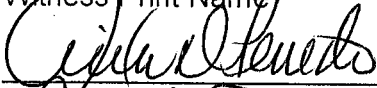
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:





Witness Print Name

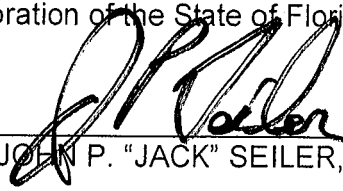




Witness Print Name

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By



JOHN P. "JACK" SEILER, Mayor

By



LEE R. FELDMAN, City Manager

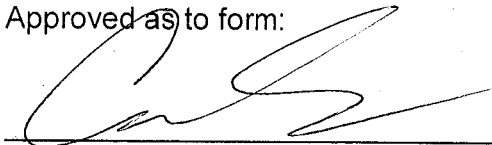
(CORPORATE SEAL)

ATTEST:



JONDA K. JOSEPH, City Clerk

Approved as to form:



CARRIE L. SARVER
Assistant City Attorney

DOCUMENT ROUTING FORM

④ P ✓ 9/20/12 ①

NAME OF DOCUMENT: **INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR PERMIT RELATED SERVICES – GO SOLAR BROWARD COUNTY ROOFTOP SOLAR CHALLENGE**

Approved Comm. Mtg. on **SEPT 5, 2012** CAM# **12-2015** ITEM: **M-3**

Routing Origin: **CAO** **ENG.** **COMM. DEV.** **OTHER** _____

Also attached: copy of CAR copy of document ACM Form 3 originals

By: LB forwarded to: **GINA CORREA-CHASE, PUBLIC WORKS ENGINEERING**
Initials

1.) Approved as to Content: Albert Gu
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object _____ Project # _____

RECEIVED
FT. LAUDERDALE
CITY ATTORNEY'S OFFICE
2012 SEP -7 PM 12:26

3.) City Attorney's Office: Approved as to Form:# _____ Originals of each to City Mgr. By: **CARRIE SARVER**

Carrie Sarver CS

2012 SEP 10 PM 5:20

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) Acting City Manager: Please sign as indicated and forward 4 originals of each to Mayor.

6.) Mayor: Please sign as indicated and forward 4 originals of each to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forwards 4 original documents of each to:
GINA CORREA-CHASE, PUBLIC WORKS ENGINEERING

9/19

Copy of document to _____ Original Route form to Linda Blanco, CAO
 Attach _____ certified copies of Reso. # _____ Fill-in date