



**CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**DATE:** June 26, 2012

**TO:** Robert Baldwin, City Manager

**VIA:** Marc LaFerrier, AICP, Director *[Signature]*

**FROM:** Corinne Lajoie, AICP, Principal Planner, LEED Green Associate *[Signature]*

**SUBJECT:** Interlocal agreement between the City of Dania Beach and Broward County for the Go SOLAR grant program for building permit related services.

On July 27, 2011, the City of Dania Beach provided a letter of commitment to Broward County for participation in the SunShot Initiative: Rooftop Solar Challenge Grant Program. Since that time, the County was awarded the grant in the approximately amount of \$650,000 from the Department of Energy and renamed the program Go SOLAR. The goal of this grant is to reduce the installation cost of solar energy systems. Currently, Dania Beach is one of only fourteen municipalities participating in the grant.

The grant was awarded with the primary goal of creating a standardized, web based permitting solution for rooftop 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. The grant requires the participants to work together to streamline permitting processes, making available best management practices for zoning codes, connection solar power to the electric grid and increasing access to financing.

At this time, the Broward County is requesting all grant participants to enter into an Interlocal Agreement. Through this agreement the City agrees to transfer to the County the authority to receive applications for rooftop PV installations within the City and to issue permits for those rooftop PV installations that utilize pre-approved design plans. The agreed upon fees will be collected by the County and transferred to the City to cover the cost of inspections. Other revisions to the City's Zoning Code and related process will subsequently need to be modified to implement the program. These changes will be requested separately.

**STAFF RECOMMENDATION**

Approve.

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

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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

\_\_\_\_\_, 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	Section 468.631, Florida Statutes, Surcharge
\$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 15<sup>th</sup> of the second month after the web based permitting system is active, and no later than the 15<sup>th</sup> 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	Section 468.631, Florida Statutes, Surcharge
\$50.00	Re-inspection Fee

1.4 Zoning. CITY/TOWN agrees 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **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 between the COUNTY and the CITY/TOWN for services to be performed by the Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, CITY/TOWN, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward  
County, Florida

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

Approved as to form by  
Office of County Attorney  
Joni Armstrong Coffey, County Attorney  
for Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Deputy/Assistant 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

CITY/TOWN

Attest:

\_\_\_\_\_  
City/Town Clerk

By \_\_\_\_\_  
Mayor-Commissioner  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
City/Town Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City/Town Attorney