Broward County Board of Rules and Appeals Meeting Agenda

June 11, 2026 | Time: 7:00 PM

Zoom Meeting Information:
https://broward-org.zoomgov.com/j/1654057070
Meeting ID: 165 405 7070

I. CALL MEETING TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES – April 9, 2026, Board Meeting

V. PUBLIC COMMENT (Except public hearing items on this agenda)
Public comments are limited to 3 minutes.

VI. CONSENT AGENDA

1. **Certifications** – Staff Recommended

BROWARD SHERIFF'S OFFICE FIRE RESCUE
Gutierrz, Roberto, Fire Plans Examiner
Sazama, Code, Fire Inspector

BROWARD COUNTY (UNINCORPORATED)
Guerrero, Carlos, Chief Electrical Inspector

CITY OF CORAL SPRINGS
Flicker, Roman, Structural Inspector (120-Day Temporary)

CITY OF DANIA BEACH
James, Robert, Chief Electrical Inspector
Nerenberg, Eric Todd, Chief Plumbing Inspector

CITY OF DEERFIELD BEACH
Cogdill, Daniel R., Chief Electrical Inspector
Mansor, Simo, Assistant Building Official
Mansor, Simo, Chief Plumbing Inspector
Moreira, Omar, Structural Inspector (120-Day Temporary)
Nowalk, Adrian, Chief Structural Inspector

CITY OF FORT LAUDERDALE
Zamora, Noel A., Assistant Building Official

CITY OF HALLANDALE BEACH
Wansor, Douglas, Chief Electrical Inspector

CITY OF HOLLYWOOD
Camacho, Alan, Fire Inspector

VILLAGE OF LAZY LAKE
Guerrero, Carlos, Chief Electrical Inspector

CITY OF LAUDERHILL
Cepinho, Gustavo Medeiros, Structural Plans Examiner – Limited (Provisional)

CITY OF MIRAMAR
Gunter, Brian, Fire Inspector

CITY OF NORTH LAUDERDALE
James, Robert, Chief Electrical Inspector

CITY OF OAKLAND PARK
Klukasofski, Aaron, Fire Inspector

TOWN OF PEMBROKE PARK
Garcia, Erich, Chief Electrical Inspector

CITY OF PLANTATION
Hurlbut, Carmen, Chief Structural Inspector

CITY OF POMPANO BEACH
Bialecki, David, Fire Plans Examiner

CITY OF WILTON MANORS
Beaudoin, Peter, Assistant Building Official

COUNTYWIDE
Abdin, Louay, Mechanical Inspector
Alvarez, Albert, Structural Inspector
Castro, Ivan, Structural Plans Examiner
Gebbia, Andrew, Structural Plans Examiner
Jokho, Romeshwar, Electrical Plans Examiner
Pelaze, Jonathan, Electrical Plans Examiner
Velasquez, Jose, Mechanical Plans Examiner

VII. REGULAR AGENDA

1. **Appeal #26-02 Pierre Graveline, 29 Harwood B, Deerfield Beach**

   a. Staff Report – Bryan Parks
   b. Appellant Testimony
   c. City Response
   d. Board Discussion
   e. Board Action

2. **Formal Interpretation #39: Multifamily Communities as found in Broward County Amendments to the Florida Fire Prevention Code, Section F-109.9.3**

   a. Staff Report – Bryan Parks
   b. Board Questions
   c. Board Action

3. **Agreement Between Broward County Board of Rules and Appeals and Charles M. Kramer, Esquire, for Legal Services Effective July 1, 2026**

   a. Staff Report – Dr. Ana C. Barbosa
   b. Board Questions
   c. Board Action

4. **Director's Report**

5. **Attorney's Report**

6. **Committee Reports**

7. **General Board Member Discussion**

8. **Adjournment**

If a person desires to appeal any decision with respect to any matter considered at this meeting, such person will need a record of the proceedings and, for this reason, such person may need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based (FS Sec. 286.0105).

Board Members: If you are unable to attend the meeting, please contact Dr. Barbosa at 954-931-2393 between 6:00 PM and 7:00 PM.

April 9, 2026
Board Meeting Minutes

Broward County Board of Rules and Appeals
Meeting Minutes, April 9, 2026

Zoom Meeting Information:
https://broward-org.zoomgov.com/j/1600676853
Meeting ID: 160 067 6853

I. CALL MEETING TO ORDER

Chairman Deveaugh called to order a published virtual meeting of the Broward County Board of Rules and Appeals at 7:00 PM.

II. ROLL CALL

Peter Deveaugh, Chairman	Michael Rada
Edward Badiu	Anthony Salgado
Stephen Bailey	Scott Taggart
Gregg D'Attile	Robert Taylor
Jeff Falkanger	Dennis Ulmer
R. Art Kamm	Derek Wassink

III. APPROVAL OF AGENDA

Mr. D'Attile made a motion to approve the agenda, and Mr. Falkanger seconded the motion. The motion passed by unanimous vote.

IV. APPROVAL OF MINUTES – March 12, 2026, Board Meeting

Mr. Salgado made a motion, and Mr. Wassink seconded the motion, to approve the March 12, 2026, minutes as submitted. The motion passed by unanimous vote.

V. PUBLIC COMMENT (Except public hearing items on this agenda)

Public comments are limited to 3 minutes.

Ms. Xiohui Guo and Mr. Doug Clark, an attorney with the Soto Law Group, requested to speak.

VI. CONSENT AGENDA

1. **Certifications** – Staff Recommended

CITY OF DANIA BEACH
O'Linn, Dan, Building Official

CITY OF HOLLYWOOD
Hagerman, Jeffrey, Electrical Inspector (120-Day Temporary)
Martinez, Josue, Fire Inspector

CITY OF MIRAMAR
Delatorre, Rafael, Mechanical Inspector (120-Day Temporary)
Diaz, Alejando, Fire Inspector
Elordi, Anthony, Fire Inspector
Estevez, Carlos, Mechanical Inspector (120-Day Temporary)
Gonzalez, Yanet, Chief Structural Inspector

CITY OF PLANTATION
Claus, David Joseph, Mechanical Plans Examiner (120-Day Temporary)

CITY OF SUNRISE
Thomas, Temeka, Fire Plans Examiner

CITY OF WEST PARK
Merowitz, Michael, Chief Mechanical Inspector

COUNTYWIDE
Diaz, Eliezer, Structural Inspector

Mr. Salgado made a motion, and Mr. Taylor seconded the motion to approve the certifications as recommended by staff. The motion passed by unanimous vote.

VII. REGULAR AGENDA

1. **Ad Hoc Committee Report for Appeal #25-02, Xiaohui Go vs. City of Weston**

   a. Staff Report

      Mr. Jack Morell, Chief Structural Code Compliance Officer, presented the item. He noted that the item was referred to an Ad Hoc Committee, which, at its May 29, 2025, meeting, voted unanimously to deny the appeal. Dr. Badiu, chair of the Ad Hoc Committee, noted the Committee's composition and that it voted unanimously to reject the appeal.

   b. Board Questions - none

   c. Board Action – no action required

2. **Appeal #25-02, Xiaohui Guo seeks to reverse the City of Weston, Permit #824-01261 Inspection Results pursuant to Florida Building Code Section 1512.2.5**

   a. Staff Report

      Dr. Ana Barbosa, Administrative Director, presented Appeal #25-02 for Board vote. She reviewed the item and provided details in the agenda memorandum.

   b. Board Questions

      In response to Mr. Bailey, Drs. Barbosa and Badiu summarized the process associated with the appeal, as well as allegations against the City of Weston Inspector.

   c. Board Action

      Dr. Badiu made a motion to approve the denial recommendation, and Mr. Bailey seconded the motion. The motion passed by unanimous vote.

3. **Director's Report**

   Dr. Barbosa reviewed the sequence of events surrounding Ms. Guo's appeal and why it took longer. Dr. Barbosa introduced Ms. Shauna Doan, her new executive assistant. She also commended the staff and highlighted the recent educational sessions they hosted.

4. **Attorney's Report**

   Mr. Charles Kramer reviewed his work on the Xiohui Guo litigation in cooperation with the Administrative Director. The court awarded sanctions against Ms. Guo.

5. **Committee Reports** - none

6. **General Board Member Discussion**

   Mr. D'Attile asked what statutory requirement municipal building departments are using to require submittal of a homeowner association approval with permit applications for like-for-like change-outs of water heaters, air conditioners, or electrical panels. Chairman Deveaugh pointed out that denial requires citing the justification. Mr. Kramer indicated that the municipality is required to present justification. Building departments cannot become involved in the relationship between the homeowner association and the owner, as it infringes on the right to a private contract.

Adjournment

The meeting adjourned at 7:45 PM.

Consent Agenda:
Item 1

BROWARD SHERIFF'S OFFICE FIRE RESCUE
Gutierrz, Roberto, Fire Plans Examiner
Sazama, Code, Fire Inspector

BROWARD COUNTY (UNINCORPORATED)
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James, Robert, Chief Electrical Inspector
Nerenberg, Eric Todd, Chief Plumbing Inspector

CITY OF DEERFIELD BEACH
Cogdill, Daniel R., Chief Electrical Inspector
Mansor, Simo, Assistant Building Official
Mansor, Simo, Chief Plumbing Inspector
Moreira, Omar, Structural Inspector (120-Day Temporary)
Nowalk, Adrian, Chief Structural Inspector

CITY OF FORT LAUDERDALE
Zamora, Noel A., Assistant Building Official

CITY OF HALLANDALE BEACH
Wansor, Douglas, Chief Electrical Inspector

CITY OF HOLLYWOOD
Camacho, Alan, Fire Inspector

VILLAGE OF LAZY LAKE
Guerrero, Carlos, Chief Electrical Inspector

CITY OF LAUDERHILL
Cepinho, Gustavo Medeiros, Structural Plans Examiner – Limited (Provisional)

CITY OF MIRAMAR
Gunter, Brian, Fire Inspector

CITY OF NORTH LAUDERDALE
James, Robert, Chief Electrical Inspector

CITY OF OAKLAND PARK
Klukasofski, Aaron, Fire Inspector

TOWN OF PEMBROKE PARK
Garcia, Erich, Chief Electrical Inspector

CITY OF PLANTATION
Hurlbut, Carmen, Chief Structural Inspector

CITY OF POMPANO BEACH
Bialecki, David, Fire Plans Examiner

CITY OF WILTON MANORS
Beaudoin, Peter, Assistant Building Official

COUNTYWIDE
Abdin, Louay, Mechanical Inspector
Alvarez, Albert, Structural Inspector
Castro, Ivan, Structural Plans Examiner
Gebbia, Andrew, Structural Plans Examiner
Jokho, Romeshwar, Electrical Plans Examiner
Pelaze, Jonathan, Electrical Plans Examiner
Velasquez, Jose, Mechanical Plans Examiner

Regular Agenda:
Item 1

Broward County Board of Rules and Appeals

1 N. University Drive Suite 3500B, Plantation, FL 33324

broward.org/CodeAppeals | 954-765-4500 | rulesboard@broward.org

TO: Members of the Broward County Board of Rules and Appeals

FROM: Chief Fire Code Compliance Officer

DATE: June 11, 2026

RE: Appeal #26-02 Pierre Graveline, 29 Harwood B vs. City of Deerfield Beach Fire Department

Recommendation

It is recommended that the Broward County Board of Rules and Appeals approve, by vote, Appeal #26-02 to void the violation dated March 23, 2026, issued by the City of Deerfield Beach Fire Department for 29 Harwood B, Deerfield Beach.

Reasons

The Fire Code Committee met on May 21, 2026, and voted unanimously (16-0) to recommend approval of Appeal #26-02 and to void the violation issued for 29 Harwood B, Deerfield Beach.

Staff's review of the appeal and the cited code section indicates that NFPA 1, Section 14.3.3, pertains to enclosed stairways within a building and does not apply to open exterior stairs serving a two-story apartment building with open-air catwalk access (see attached photograph).

Based on the code sections cited in the appeal, the staff's opinion is that the cited violation was applied in error because the referenced stairway is not enclosed within the structure. When a violation exists regarding exterior stairs, the applicable provisions governing exterior stairways should be used by the enforcing agency.

Respectfully Submitted,

Bryan Parks

References:

NFPA 1, 2021
14.3.3*
An exit enclosure shall not be used for any purpose that has the potential to interfere with its use as an exit and, if so designated, as an area of refuge. *(See also **14.6.3**.)* [***101*:**7.1.3.2.3

A. 14.3.3
This provision prohibits the use of exit enclosures for storage or for installation of equipment not necessary for safety. Occupancy is prohibited other than for egress, refuge, and access. The intent is that the exit enclosure essentially be “sterile” with respect to fire safety hazards. [***101*:**A.7.1.3.2.3]

14.6.3* Usable Space.
Enclosed, usable spaces, within exit enclosures shall be prohibited, including under stairs, unless otherwise permitted by **14.6.3.2**. [***101*:**7.2.2.5.3]
14.6.3.1
Open space within the exit enclosure shall not be used for any purpose that has the potential to interfere with egress. [***101*:**7.2.2.5.3.1]
14.6.3.2
Enclosed, usable space shall be permitted under stairs, provided that both of the following criteria are met:
(1) The space shall be separated from the stair enclosure by the same fire resistance as the exit enclosure.
(2) Entrance to the enclosed, usable space shall not be from within the stair enclosure. *(See also **14.3.3**.)*
[***101*:**7.2.2.5.3.2]

NFPA 101, 2021
7.1.3.2.3*
An exit enclosure shall not be used for any purpose that has the potential to interfere with its use as an exit and, if so designated, as an area of refuge. *(See also **7.2.2.5.3**.)*

NFPA Technical Question
NFPA 1, 14.3.3 Response

Broward County
Board of Rules & Appeals

One North University Drive, Suite 3500 B
Plantation , Florida 33324
Phone 954-765- 4500
Fax 954-765- 4504
http://www.broward.org/codeappeals

All provisions of the Florida Fire Prevention Code & the Florida Building Code are appealable to the Board of Rules and Appeals.

Appeal Application
Please Type or Print Information

Appellant Representative Information:

Name Pierre Graveline
Address 29 Harwood B
City/State Deerfield Beach
Business/Profession retired
Phone 9542342461 Fax
E-mail Address pierre@xtable.com

Office Use Only

Date of Receipt:
Appeal #
Hearing Date
Notice Mailed
Code in Effect
Electrical
Fire Code
Mechanical
Plumbing
Structural
Alternate Material
Alternate Method

Project Information:

Address 20 Harwood B Deerfield Beach.
Type of Construction 2 story 20 unit condo bldg
Height of Building
Square Footage per Floor
Permit Number
Permit Application Date
Group of Occupancy
Number of Stories 2

We, the undersigned, appeal the decision of the Building/Fire Code Official of Jennifer Strom as it pertains

to Chapter ____, Section ____, of the (check one) ☐ South Florida Building Code / ☐ Florida Building Code / ☐ Florida Fire Prevention Code, / ☒ Other NFPA 1:14:3:3, as applicable to Broward County. (Attach copy of relevant Code sections).

Note: The Board shall base their decision upon the section(s) of the Code you have indicated above. If these are in error, you will be required to re-submit your appeal.

The Board is not authorized to grant variances from the Code.

Summary of appeal (attach additional sheets as necessary):

See Attached - Code reperenced is not applicable

Results desired (attach additional sheets as necessary):

See Attached.- Nullify violation

Fee: $50.00 per appeal. Make checks payable to "Broward County Commissioners"

Note: Exhibits intended for distribution to the Board, supporting the appeal, must be submitted with the appeal. No additional material shall be passed out at the appeal hearing. A letter from the Building Official rejecting the applicant's appeal must be included in the appeal packet submitted to the Board of Rules and Appeals

Appellant Name (Please print) Pierre Graveline

Appellant Signature Pierre Graveline

Broward County Board of Rules and Appeals

Appeal application - Additional information

Pierre Graveline (pierre@xtable.com, 954-234-2461)

SUMMARY OF APPEAL

The attached notice of violation is invalid because article 14.3.3 of the Florida NFPA is not applicable to the particular situation on the terrain. The NFPA article specifically refers to **exit enclosures**, which is very clearly defined in the same NFPA as an enclosed and fire-rated area (see attachments). Therefore, section 14.3 does not apply to exterior and open-air sets of stairs in our buildings.

For over 50 years, most of the 250 buildings of our community have been using the free space underneath the exterior stairs to park bicycles. The bicycles do not impede in any way the exit. Furthermore, for decades, and after thousands of fire inspections, various county inspectors never saw this practice as being problematic, nor ever issued violations for this practice. In fact, during the last few years, the same inspector who issued the current violation had previously inspected our building several times without ever citing this practice as a violation. It was ONLY after a maliciously motivated complaint filed by a vindictive and jealous tenant concerning bicycle parking that this inspector seemingly felt suddenly compelled to issue this fictitious violation. It appears that the inspector erroneously used a code article to achieve the desired end of positively responding to a frivolous complaint. It is NOT normal nor acceptable for a fire inspector to grasp at straws to find an inapplicable article of code to justify issuing a spurious notice of violation to attain a desired end. One cannot redefine the terrain and decades of lawful practice, with the stroke of a pen.

In my phone conversations with the fire prevention division chief Laurie Hastings and the city fire marshal Mike Heffron, they both recognized that this article of the NFPA does not apply to the situation, and furthermore, that the particular exterior situation does not justify any such violation. Furthermore, with their decades of experience in the fire prevention field, neither of them could recall any situation where this particular practice in Century Village had been a cause of concern for life safety. Moreover, the fire marshal appeared to consider this violation as ridiculous.

In practice, this notice of violation implies a tremendous blow to a decades-long way of life that has never been problematic, for anybody. For year-round residents who use their bicycles on a daily basis, having nearby a sheltered and innocuous area to park the bicycles is a tremendous benefit. A false notice of violation has an equally prejudicial impact on our everyday life. The delicate balance between personal freedoms and life safety has been violated.

In short, the stairs in this building ARE NOT exit enclosures and ARE NOT subject to section 14.3. of the NFPA, so the notice of violation is invalid. The inspector is being used as a tool and the spurious violation as a means to achieve a desired end.

RESULT DESIRED

I request that the notice of violation be annulled and that all parties involved be sent a notice of retraction, explaining that the notice was issued in error.

I fully support annual fire inspections and what has generally been valid and justified notices of violations. However, our community should be allowed to continue to live in peace as it has done for over 50 years, without being hindered by a perhaps over-zealous inspector for frivolous and unjustified notices.

Broward Sheriffs Office Fire Rescue
2601 West Broward Blvd
Fort Lauderdale, FL 33312
954-831-8210

March 23, 2026

Attn: Brian Hyman
HARWOOD B
HARWOOD B
Deerfield Beach, FL 33442

Property Information:
HARWOOD B
0 HARWOOD B
Deerfield Beach, FL 33442

Re: Initial Complaint Inspection on March 23 2026

This report is the record of an investigation into a complaint related to this property or occupancy. If fire code violations were found at the time of this investigation, they will be listed below and prompt action to correct these violation(s) is required. Violation(s) must be corrected within the time frame provided.

This visit does not constitute an annual fire inspection of this property. An annual fire inspection will be performed at a later date.

Per the Florida Fire Prevention Code (8th Edition), NFPA 1:10.2.1 The owner, operator, or occupant shall be responsible for compliance with this Code.

Inspector:

Jennifer Strom
JENNIFER_STROM@sheriff.org
754-259-1463

Property Representative:

Jacqueline Pugh

Violation Page(s)

Storage under the egress stairs.

3.20 No storage allowed under egress stairs.
NFPA 1:14.3.3 [FFPC 8th Ed.]

Violation found on	Will be rechecked on or after	Violation Not Repaired
03/24/2026	04/22/2026	



General Information Page(s)

This inspection was performed using the following chapter of the Florida Fire Prevention Code.
CH31 - Existing Apartment Buildings (Ch. 31)

sensitivity range, cleaned, and recalibrated, or be replaced. [**72:**14.4.4.3.5]

13.7.4.5.6 The detector sensitivity shall not be tested or measured using any device that administers an unmeasured concentration of smoke or other aerosol into the detector or smoke alarm. [**72:**14.4.4.3.6]

13.8 Other Fire Protection Systems.

13.8.1 Where other fire protection systems are required to be installed by the provisions of this *Code*, or are installed with the approval of the AHJ as an alternative or equivalency, the design and installation of the system shall comply with the appropriate standards listed in Table 13.8.1.

Table 13.8.1 Other Required Fire Protection Systems

Type of System	NFPA Standard
Low-, medium-, and high-expansion foam systems	NFPA 11
Carbon dioxide systems	NFPA 12
Halon 1301 systems	NFPA 12A
Sprinklers in one- and two-family dwellings and manufactured homes	NFPA 13D
Sprinklers in residential occupancies up to and including four stories in height	NFPA 13R
Water spray systems	NFPA 15
Deluge foam-water sprinkler, foam-water spray systems, and closed-head foam-water sprinkler systems	NFPA 16
Dry chemical extinguishing systems	NFPA 17
Wet chemical extinguishing systems	NFPA 17A
Water mist systems	NFPA 750
Clean agent fire-extinguishing systems	NFPA 2001
Aerosol extinguishing systems	NFPA 2010

13.8.2 Other fire protection systems permitted by 13.8.1 shall be tested and maintained in accordance with 4.5.8.

13.9 Non-Listed Fire Protection or Suppression Devices and Equipment.

13.9.1 It shall be unlawful to market, sell, advertise, or distribute any device or equipment as suitable for fire protection or fire suppression purposes unless the device or equipment is listed for such purpose by a nationally recognized testing laboratory or as otherwise permitted by 13.9.2.

13.9.2 The requirements of 13.9.1 shall not apply where NFPA standards, other adopted standards, or the adopted code allow the use of non-listed fire protection or suppression equipment.

Chapter 14 Means of Egress

14.1 Application. Means of egress in new and existing buildings shall comply with this *Code* and NFPA *101*.

14.2 Exit Access Corridors. Corridors used as exit access and serving an area having an occupant load exceeding 30 shall be separated from other parts of the building by walls having not less than a 1-hour fire resistance rating in accordance with Section 12.7, unless otherwise permitted by one of the following:

(1) This requirement shall not apply to existing buildings, provided that the occupancy classification does not change.
(2) This requirement shall not apply where otherwise provided in Chapters 11 through 43 of NFPA *101*.

[***101:***7.1.3.1]

14.3 Exits.

14.3.1 Where this *Code* requires an exit to be separated from other parts of the building, the separating construction shall meet the requirements of Section 8.2 of NFPA *101* and the following:

(1)* The separation shall have a minimum 1-hour fire resistance rating where the exit connects three or fewer stories.
(2) The separation specified in 14.3.1(1), other than an existing separation, shall be supported by construction having not less than a 1-hour fire resistance rating.
(3)* The separation shall have a minimum 2-hour fire resistance rating where the exit connects four or more stories, unless one of the following conditions exists:
(a) In existing non-high-rise buildings, existing exit stair enclosures shall have a minimum 1-hour fire resistance rating.
(b) In existing buildings protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 13.3, existing exit stair enclosures shall have a minimum 1-hour fire resistance rating.
(c) The minimum 1-hour enclosures in accordance with 28.2.2.1.2, 29.2.2.1.2, 30.2.2.1.2, and 31.2.2.1.2 of NFPA *101* shall be permitted as an alternative to the requirement of 14.3.1(3).
(4) The minimum 2-hour fire-resistance-rated separation required by 14.3.1(3) shall be constructed of an assembly of noncombustible or limited-combustible materials and shall be supported by construction having a minimum 2-hour fire resistance rating, unless otherwise permitted by 14.3.1(6).
(5)* Structural elements, or portions thereof, that support exit components and either penetrate into a fire-resistance-rated assembly or are installed within a fire-resistance-rated wall assembly shall be protected, as a minimum, to the fire resistance rating required by 14.3.1(1) or 14.3.1(3).
(6) Fire-retardant-treated wood enclosed in noncombustible or limited-combustible materials shall be permitted in accordance with NFPA 220.
(7) Openings in the separation shall be protected by fire door assemblies equipped with door closers complying with 14.5.4.

(8)* Openings in exit enclosures shall be limited to door assemblies from normally occupied spaces and corridors and door assemblies for egress from the enclosure, unless one of the following conditions exists:

(a) Vestibules that separate normally unoccupied spaces from an exit enclosure shall be permitted provided the vestibule is separated from adjacent spaces by corridor walls and related opening protectives as required for the occupancy involved but not less than a smoke partition in accordance with Section 8.4 of NFPA *101*.

(b) In buildings of Type I or Type II construction as defined in NFPA 220*(see 8.2.1.2 of NFPA 101)*, fire-protection-rated door assemblies to normally unoccupied building service equipment support areas as addressed in Section 7.14 of NFPA *101* shall be permitted, provided the space is separated from the exit enclosure by fire barriers as required by 14.3.1(3).

(c) Openings in exit passageways in mall buildings as provided in Chapters 36 and 37 of NFPA *101* shall be permitted.

(d) In buildings of Type I or Type II construction, as defined in NFPA 220*(see 8.2.1.2 of NFPA 101)*, existing fire-protection-rated door assemblies to interstitial spaces shall be permitted, provided that such spaces meet all of the following criteria:

i. The space is used solely for distribution of pipes, ducts, and conduits.
ii. The space contains no storage.
iii. The space is separated from the exit enclosure in accordance with Section 12.7.

(e) Existing openings to mechanical equipment spaces protected by approved existing fire-protection-rated door assemblies shall be permitted, provided that the following criteria are met:

i. The space is used solely for non-fuel-fired mechanical equipment.
ii. The space contains no storage of combustible materials.
iii. The building is protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 13.3 or the mechanical equipment space is provided with sprinkler protection in accordance with Section 13.3 and provided with complete smoke detection in accordance with Section 13.7.

(9) Penetrations into, and openings through, an exit enclosure assembly shall be limited to the following:

(a) Door assemblies permitted by 14.3.1(8)
(b)* Electrical conduit serving the exit enclosure
(c) Pathways for devices for security and communication systems serving the exit enclosure, where pathways are installed in metal conduit
(d)* Required exit door openings
(e) Ductwork and equipment necessary for independent stair pressurization
(f) Water or steam piping necessary for the heating or cooling of the exit enclosure
(g) Sprinkler piping
(h) Standpipes
(i) Existing penetrations
(j) Penetrations for fire alarm circuits, where the circuits are installed in metal conduit

(10) Penetrations or communicating openings shall be prohibited between adjacent exit enclosures.

(11) All penetrations in fire barriers separating the exit from other parts of the building shall be protected in accordance with 12.7.8.

(12) Membrane penetrations shall be permitted on the exit access side of the exit enclosure and shall be protected in accordance with 12.7.5.6.

[***101***:7.1.3.2.1]

14.3.2 An exit enclosure shall provide a continuous protected path of travel to an exit discharge. [***101***:7.1.3.2.2]

14.3.3* An exit enclosure shall not be used for any purpose that has the potential to interfere with its use as an exit and, if so designated, as an area of refuge. *(See also 14.6.3.)* [***101***:7.1.3.2.3]

14.4 Means of Egress Reliability.

14.4.1* Maintenance. Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency. [***101***:7.1.10.1]

14.4.2 Furnishings and Decorations in Means of Egress.

14.4.2.1 No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress therefrom, or visibility thereof. [***101***:7.1.10.2.1]

14.4.2.2 No obstruction by railings, barriers, or gates shall divide the means of egress into sections appurtenant to individual rooms, apartments, or other occupied spaces. Where the AHJ finds the required path of travel to be obstructed by furniture or other movable objects, the authority shall be permitted to require that such objects be secured out of the way or shall be permitted to require that railings or other permanent barriers be installed to protect the path of travel against encroachment. [***101***:7.1.10.2.2]

14.4.2.3 Mirrors shall not be placed on exit door leaves. Mirrors shall not be placed in or adjacent to any exit in such a manner as to confuse the direction of egress. [***101***:7.1.10.2.3]

14.4.2.4 Every door opening and every principal entrance that is required to serve as an exit shall be designed and constructed so that the path of egress travel is obvious and direct. Windows that, because of their physical configuration or design and the materials used in their construction, have the potential to be mistaken for door openings shall be made inaccessible to the occupants by barriers or railings. [***101***:7.2.1.1.2]

14.4.3 Impediments to Egress. Any device or alarm installed to restrict the improper use of a means of egress, and any device or system installed to monitor or record use of a means of egress, shall be designed and installed so that it cannot, even in case of failure, impede or prevent emergency use of such means of egress unless otherwise provided in 14.5.3 and Chapters 18, 19, 22, and 23 of NFPA *101*. [***101***:7.1.9]

F L F L F **14.4.4** There shall be no storage above any component of the means of egress unless it is on a separate floor, mezzanine, or engineered and approved platform constructed in accordance with the Florida Building Code.

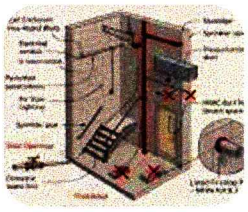
what is an exit enclusure in NFPA

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AI Overview



According to NFPA 101 Life Safety Code, **an exit enclosure is a permitted vertical or horizontal fire-rated separation (e.g., stairwells, exit passageways) that protects a path to the exit discharge.** It acts as a fire-resistant shell, restricting penetrations to only approved items like exit doors, sprinkler pipes, and electrical conduits for the enclosure. Koorsen Fire & Security +2

Key Aspects and Requirements

- **Definition & Function:** It is the separated portion of a means of egress, ensuring safe evacuation by protecting against fire and smoke.
- **Synonyms/Examples:** Common examples include exit stair enclosures, exit ramps, and exit passageways.
- **Permitted Penetrations:** Only essential items are allowed, including self-closing fire doors, fire protection sprinkler piping, and necessary electrical conduits.
- **Usage Limitations:** It cannot be used for storage or for unauthorized services (pipes, ducts).
- **Construction:** Must have a fire-resistance rating (typically 1–2 hours) consistent with the floor assembly it penetrates. Koorsen Fire & Security +3

Common Usage Examples

- **Stairwell Enclosures:** The most common form, covering stairs, landings, and the door to the outside.
- **Exit Passageways:** Horizontal, fire-rated pathways leading from a stairwell to the exterior.
- **Horizontal Exits:** A protected passage through a fire barrier to another area of refuge in the same building. National Fire Protection Association (N... +4

Broward County Board of Rules and Appeals

1 N. University Drive Suite 3500B, Plantation, FL 33324

broward.org/CodeAppeals | 954-765-4500 | rulesboard@broward.org

TO: Members of the Broward County Board of Rules and Appeals Fire Code Committee

FROM: Bryan Parks, Chief Fire Code Compliance Officer

DATE: May 21, 2026

RE: Appeal #26-02 Appeal Pierre Graveline, 29 Harwood B, Deerfield Beach

Recommendation

It is the staff's recommendation that the Fire Code Committee approve by vote, the recommendation to approve the appeal #26-02 to void the violation as issued to 29 Harwood B dated March 23, 2026.

Reasons

It is the staff's opinion that the violation cited (NFPA 1, section 14.3.3) as found in the appeal 26-02, deals with enclosure of stairs and not open stairs located on the exterior of a two-story, open catwalk existing apartment building (See photo attached) as based on the code sections provided below that clearly indicated that the stairs referenced in these section are enclosed within the building and that the department should utilize the code for outside stairs if found to be in violation.

Additional Information

NFPA 1, 2021

14.3.3*

An exit enclosure shall not be used for any purpose that has the potential to interfere with its use as an exit and, if so designated, as an area of refuge. *(See also **14.6.3**.)* [***101*:**7.1.3.2.3

A. 14.3.3

This provision prohibits the use of exit enclosures for storage or for installation of equipment not necessary for safety. Occupancy is prohibited other than for egress, refuge, and access. The intent is that the exit enclosure essentially be "sterile" with respect to fire safety hazards. [***101*:**A.7.1.3.2.3]

14.6.3* Usable Space.

Enclosed, usable spaces, within exit enclosures shall be prohibited, including under stairs, unless otherwise permitted by **14.6.3.2**. [***101*:**7.2.2.5.3]

14.6.3.1

Open space within the exit enclosure shall not be used for any purpose that has the potential to interfere with egress. [***101*:**7.2.2.5.3.1]

14.6.3.2

Enclosed, usable space shall be permitted under stairs, provided that both of the following criteria are met:

(1) The space shall be separated from the stair enclosure by the same fire resistance as the exit enclosure.

(2) Entrance to the enclosed, usable space shall not be from within the stair enclosure. *(See also **14.3.3**.)*

[***101*:**7.2.2.5.3.2]

NFPA 101, 2021

7.1.3.2.3*

An exit enclosure shall not be used for any purpose that has the potential to interfere with its use as an exit and, if so designated, as an area of refuge. *(See also **7.2.2.5.3**.)*

NFPA Technical Question

NFPA 1, 14.3.3 Response

Respectfully Submitted,

Bryan Parks


B


FIRE












B
39
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30

From: NFPA <TQS@nfpa.org>
Sent: Thursday, May 14, 2026 11:49 AM
To: Parks, Bryan <BParks@broward.org>
Subject: NFPA Technical Question Response Ticket #:45170354035

External Email Warning

This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Report Suspicious or Report Phish button.

Report Suspicious



Thank you for your question on the 2021 edition of NFPA 1.

By strict interpretation of 14.3.3, I would say that it does not apply to exits that are not an exit enclosure. However, the requirements of 14.4.1 would still apply, so the egress path would be required to maintained free of any obstructions or impediments to full instants use. Therefore, the means of egress, enclosed or not, would not be permitted to be used for storage or anything other purposes if it would obstruct or impede egress.

Important Notice: The NFPA Technical Questions Service is meant to provide information on and assistance in accessing and understanding NFPA codes and standards. NFPA has no power, nor does it undertake to police or enforce compliance with NFPA codes or review an AHJ's determination with regard to equivalency. Any opinion expressed in this correspondence is the personal opinion of the author and does not necessarily represent the official position of the NFPA or its Technical Committees. In addition, this correspondence is neither intended, nor should it be relied upon, to provide professional consultation or services.

Regards,
Jennifer Sisco

If you have a follow-up question directly related to this inquiry, please reply to this email. If you have another question on either a separate topic or different document please return to the document information pages and submit your new question by clicking on the "Technical Questions" tab.

Contact: Charles B Parks
Create Date: 5/5/26

Document Number: 1
Edition: 2021
Subject: Broward Bd Rules Appeals | NFPA Codes and Standards Technical Question Service
Question for NFPA: Does section 14.3.3 address exterior stairs which are not enclosed from an outside catwalk on a two-story existing apartment building?

--
Prefer fewer emails from me? Click here

Broward County Board of Rules and Appeals
Fire Code Committee Meeting Minutes
May 20, 2026

I. Meeting Call to Order:

Chairman Pellecer called a published virtual meeting of the Fire Code Committee to order at 9 AM. The roll was called, and the following members were present:

Present:

Sergio Pellecer, Chair	Phil London
Stephen E. Bailey	Pete McGinnis
Tommy Demopoulos	Jason Miller
James Godfrey	Patricia Morales
Lecio Gomes	Don Perdue
Garret Granitto	John Preston
Harlan L. Kuritzky	Timothy A. Reger
Mark LeBlanc	Lynn E. Wolfson

II. Approval of Minutes – April 17, 2025

Mr. Bailey made a motion, and Mr. Perdue seconded the motion to approve the minutes as submitted. The motion passed by a unanimous vote of 16-0.

III. Regular Meeting

Item 1: Appeal #26-02 Appeal Pierre Graveline, 29 Harwood B, Deerfield Beach

Chairman Pellecer recused himself for this portion of the meeting and relinquished the gavel to Vice Chairman Bailey.

a. Staff Report

Mr. Bryan Parks, Chief Fire Code Compliance Officer, indicated that the BSO Inspector cited the wrong code. It is recommended that the cited violation of March 23rd be rescinded; reevaluate the outside stairs and cite the correct code.

b. Appellant

Mr. Pierre Graveline, Appellant, indicated the basis of his appeal is that the code cited has to do with stairs enclosed within the building and the stairs in question are outside, exterior stairs.

c. Broward Sheriff's Office

DRAFT

Chief Eric Busenbarrick, Broward Sheriff's Office, noted that in the two years there have been some seventeen code violations cited relating to storage. Even though the code section is incorrect, the situation remains an issue. It is a means of egress.

d. Committee Discussion

Mr. Perdue agreed that it is not enclosed. If this has to do with electric bicycles, they are a significant fire hazard in certain situations. If this is the case, the proper code section should be cited. Mr. Preston agreed that the proper code should be cited.

e. Vote

Mr. Perdue made a motion, and Ms. Wolfson seconded the motion, to approve the appeal. The motion passed by unanimous vote.

Item 2: Formal Interpretation #39 Multifamily Community as found in F-109.9.3

a. Staff Report

Mr. Bryan Parks, Chief Fire Code Compliance Officer, advised that the City of Miramar has requested this formal interpretation. He went on to describe the multi-family community in question that is situated in Miramar and Pembroke Pines. Pembroke Pines has been citing the community for the gate opening section of the code. The community has spoken with the City of Miramar and claims it is not required to comply with a universal access system (gate opening) code section because they are a homeowners association (HOA)

b. General Public

Chairman Pellecer opened the floor for public input, but there was no one wishing to speak.

c. Committee Discussion

d. Vote

Mr. Preston made a motion, and Mr. McGinnis seconded the motion, to recommend Formal Interpretation #39 to the Board of Rules and Appeals, providing a new definition to clarify the meaning of 'Multifamily Community", and then adding to the Broward County Local Amendments, Florida Fire Prevention Code as delineated below: The motion passed by unanimous vote.

<u>M. Multifamily Communities</u>

<u>Residential structures containing two or more housing units within one building or a complex, such as apartment buildings, condominiums, duplexes, single-family homes, or townhomes.</u>

DRAFT

VI. General Committee Member Discussion

Mr. Demopoulos elaborated upon the reasoning for the universal access system code language. Mr. Perdue concurred that the code needs to clearly provide such access.

VII. Adjournment – 9:24 AM

DRAFT

Item 2

Broward County Board of Rules and Appeals

1 N. University Drive Suite 3500B, Plantation, FL 33324
broward.org/CodeAppeals | 954-765-4500 | rulesboard@broward.org

TO: Members of the Broward County Board of Rules and Appeals

FROM: Chief Fire Code Compliance Officer

DATE: June 11, 2026

RE: Formal Interpretation #39: Multifamily Communities as found in Broward County Amendments to the Florida Fire Prevention Code, Section F-109.9.3

Recommendation

It is recommended that the Broward County Board of Rules and Appeals approve, by vote, a new definition to clarify the meaning of "Multifamily Communities" as a formal interpretation, as provided below:

> **Multifamily Communities** means residential structures containing two or more housing units within one building or a complex, such as apartment buildings, condominiums, duplexes, single-family homes, or townhomes.

Reasons

The City of Miramar Fire Marshal's office requested a formal interpretation to clarify what is meant by a multifamily community, regarding the installation of automatic gate openers in communities of single-family homes.

The Fire Code Committee met on May 21, 2026, and voted unanimously (16-0) to recommend to the Board to clarify the meaning of "Multifamily Communities" as a formal interpretation.

Additional Information

F-109.9.3 All new and existing automatic entry gates installed in either commercial or multifamily communities shall be provided with a universal access system, approved by the Fire Prevention subcommittee of the Fire Chiefs Association of Broward County, to allow rapid entry. Existing applications may be provided up to one (1) year to complete, as approved by the AHJ.

NFPA 1, Section 18.2.4.2.6

- 18.2.4.2.6 Gates shall comply with 18.2.4.2.6.1 and 18.2.4.2.6.2.
- 18.2.4.2.6.1 Electric gate operators and systems, where provided, shall be installed, maintained, listed, and labeled in accordance with UL 325, *Door, Drapery, Gate, Louver, and Window Operators and Systems*.
- 18.2.4.2.6.2 Gates intended for automatic operation shall be designed, constructed, installed, and maintained to comply with ASTM F2200, *Standard Specification for Automated Vehicular Gate Construction*.

Respectfully Submitted,

Bryan Parks

BROWARD COUNTY
BOARD OF RULES AND APPEALS

FFPC 8TH EDITION (2023)
FORMAL INTERPRETATION (#39)

1 N. University Drive, Suite 3500B
Plantation, Florida 33324

Phone: 954-765-4500
Email: rulesboard@broward.org
www.broward.org/CodeAppeals

2026 Voting Members

Chair Peter Deveaugh,
Master Electrician

Vice-Chair Eduard C. Badiu, PhD, P.E., Roofing Contractor

Stephen Bailey, P.E.,
Electrical Engineer

Mr. Gregg D'Attile,
Mechanical Contractor

Mr. Jeff Falkanger,
Architect

Mr. Robert A. Kamm, P.E.,
Mechanical Engineer

Mr. Sergio Pellecer,
Fire Service Professional

Mr. Mike Rada,
General Contractor

Mr. Anthony Salgado,
Master Plumber

Mr. Scott Taggart,
Swimming Pool Contractor

Mr. Dennis A. Ulmer,
Consumer Advocate

Mr. Derek A. Wassink,
P.E,R.A.,S.I., S.T.S.2.,
Structural Engineer

Ms. Lynn E. Wolfson,
Disabled Community Representative

2026 Alternate Board Members

Mr. Steven Feller, P.E.,
Mechanical Engineer

Mr. Alberto Fernandez,
General Contractor

Mr. Constantin Huzdup
Roofing Contractor

Mr. Robert Taylor,
Fire Service Professional

Mr. James Terry,
Master Plumber

Mr. David Tringo,
Master Electrician

VACANT
Architect

VACANT
Electrical Engineer

VACANT
Structural Engineer

Board Attorney
Charles M. Kramer, Esq.

Administrative Director
Dr. Ana Barbosa

— Established 1971 —

DATE: June 12, 2026
TO: Fire Code Officials
FROM: Dr. Ana Barbosa, Administrative Director
SUBJECT: Formal Interpretation of Multifamily Communities

At its regularly scheduled meeting of June 11, 2026, the Board approved an interpretation of Multifamily Communities as found in the 8th Edition of the Broward Local Amendments to the Florida Fire Prevention Code, Section F-109.9.3:

F-109.9.3 All new and existing automatic entry gates installed in either commercial or multifamily communities shall be provided with a universal access system, approved by the Fire Prevention subcommittee of the Fire Chiefs Association of Broward County, to allow rapid entry. Existing applications may be provided up to one (1) year to complete, as approved by the AHJ.

Formal Interpretation:

Multifamily Communities

Residential structures containing two or more housing units within one building or a complex, such as apartment buildings, condominiums, duplexes, single-family homes, or townhomes.

EFFECTIVE DATE: June 12, 2026

***** PLEASE POST AT YOUR PERMIT COUNTER *****

Broward County Board of Rules and Appeals
Fire Code Committee Meeting Minutes
May 20, 2026

I. Meeting Call to Order:

Chairman Pellecer called a published virtual meeting of the Fire Code Committee to order at 9 AM. The roll was called, and the following members were present:

Present:

Sergio Pellecer, Chair	Phil London
Stephen E. Bailey	Pete McGinnis
Tommy Demopoulos	Jason Miller
James Godfrey	Patricia Morales
Lecio Gomes	Don Perdue
Garret Granitto	John Preston
Harlan L. Kuritzky	Timothy A. Reger
Mark LeBlanc	Lynn E. Wolfson

II. Approval of Minutes – April 17, 2025

Mr. Bailey made a motion, and Mr. Perdue seconded the motion to approve the minutes as submitted. The motion passed by a unanimous vote of 16-0.

III. Regular Meeting

Item 1: Appeal #26-02 Appeal Pierre Graveline, 29 Harwood B, Deerfield Beach

Chairman Pellecer recused himself for this portion of the meeting and relinquished the gavel to Vice Chairman Bailey.

a. Staff Report

Mr. Bryan Parks, Chief Fire Code Compliance Officer, indicated that the BSO Inspector cited the wrong code. It is recommended that the cited violation of March 23rd be rescinded; reevaluate the outside stairs and cite the correct code.

b. Appellant

Mr. Pierre Graveline, Appellant, indicated the basis of his appeal is that the code cited has to do with stairs enclosed within the building and the stairs in question are outside, exterior stairs.

c. Broward Sheriff's Office

DRAFT

Chief Eric Busenbarrick, Broward Sheriff's Office, noted that in the two years there have been some seventeen code violations cited relating to storage. Even though the code section is incorrect, the situation remains an issue. It is a means of egress.

d. Committee Discussion

Mr. Perdue agreed that it is not enclosed. If this has to do with electric bicycles, they are a significant fire hazard in certain situations. If this is the case, the proper code section should be cited. Mr. Preston agreed that the proper code should be cited.

e. Vote

Mr. Perdue made a motion, and Ms. Wolfson seconded the motion, to approve the appeal. The motion passed by unanimous vote.

Item 2: Formal Interpretation #39 Multifamily Community as found in F-109.9.3

a. Staff Report

Mr. Bryan Parks, Chief Fire Code Compliance Officer, advised that the City of Miramar has requested this formal interpretation. He went on to describe the multi-family community in question that is situated in Miramar and Pembroke Pines. Pembroke Pines has been citing the community for the gate opening section of the code. The community has spoken with the City of Miramar and claims it is not required to comply with a universal access system (gate opening) code section because they are a homeowners association (HOA)

b. General Public

Chairman Pellecer opened the floor for public input, but there was no one wishing to speak.

c. Committee Discussion

d. Vote

Mr. Preston made a motion, and Mr. McGinnis seconded the motion, to recommend Formal Interpretation #39 to the Board of Rules and Appeals, providing a new definition to clarify the meaning of 'Multifamily Community", and then adding to the Broward County Local Amendments, Florida Fire Prevention Code as delineated below: The motion passed by unanimous vote.

<u>M. Multifamily Communities</u>

<u>Residential structures containing two or more housing units within one building or a complex, such as apartment buildings, condominiums, duplexes, single-family homes, or townhomes.</u>

DRAFT

VI. General Committee Member Discussion

Mr. Demopoulos elaborated upon the reasoning for the universal access system code language. Mr. Perdue concurred that the code needs to clearly provide such access.

VII. Adjournment – 9:24 AM

DRAFT

Item 3

Broward County Board of Rules and Appeals

1 N. University Drive Suite 3500B, Plantation, FL 33324

broward.org/CodeAppeals | 954-765-4500 | rulesboard@broward.org

TO: Members of the Broward County Board of Rules and Appeals

FROM: Administrative Director

DATE: June 11, 2026

RE: Agreement between Broward County Board of Rules and Appeals and Charles M. Kramer, Esquire, for legal services effective July 1, 2026

Recommendation

It is recommended that the Board approve, by vote, the contract for legal services between Broward County Board of Rules and Appeals and Charles M. Kramer, Esq., effective July 1, 2026, through June 30, 2029.

Reasons

Discussions have occurred between the Board Attorney, Charles M. Kramer, Esq., and the Administrative Director regarding the renewal of the legal services agreement prior to the expiration of the current contract. The proposed agreement has been reviewed, and the parties have reached mutually acceptable terms and conditions for continued legal representation of the Board.

The proposed agreement includes adjustments to compensation based upon documented increases in the cost of living and inflation since the execution of the prior agreement in 2023. Supporting documentation from the Social Security Administration reflects Cost-of-Living Adjustments (COLA) of 8.7 percent for 2023, 3.2 percent for 2024, and 2.5 percent for 2025. Additionally, current Consumer Price Index (CPI) data published by the U.S. Bureau of Labor Statistics reflects an annual inflation of approximately 3.8 percent in 2026. The proposed rates also account for the anticipated inflationary increase of 7 percent through June 30, 2029, the remaining term of the agreement. There have been no rate adjustments since the July 1, 2023, Agreement. Collectively, the proposed fee adjustments represent an overall increase of approximately 25 percent since the last contract renewal.

The proposed agreement establishes fixed rates through June 30, 2029, thereby providing budget certainty and avoiding the need for annual rate negotiations or amendments during the term. The agreement further includes provisions intended to control costs, including limitations on billing for support staff review of communications and reduced billing increments for informational emails.

A review of legal service agreements used by local governments and public entities indicates that the Board's legal services agreement has historically been structured to maintain reasonable operational costs while continuing to secure competent, experienced legal representation. Even with the proposed adjustment, the agreement remains consistent with the Board's longstanding practice of exercising fiscal responsibility while ensuring access to qualified counsel.

BORA routinely addresses matters involving public records law, administrative proceedings, appeals, disciplinary actions, ethics requirements, statutory interpretation, contractual matters, litigation, and legislative issues affecting both the Board and its member jurisdictions. The increasingly complex nature of these matters requires experienced legal counsel with a thorough understanding of the Board's governing authority, policies, procedures, and operational responsibilities.

Mr. Kramer has served as legal counsel to the Board for more than 12 years and has developed extensive institutional knowledge regarding the Board's statutory responsibilities, regulatory authority, and historical practices. His experience and familiarity with the Board's operations have contributed to the efficient handling of legal matters and the continuity of legal services provided to the Board.

Respectfully Submitted,



Dr. Ana C. Barbosa

Compensation for Professional Services			
Service	**Current Contract**	**Proposed Contract**	**Total Increase**
Office/Non-Litigation	$265/hr	$331/hr	24.90%
Associates	$190/hr	$237/hr	24.70%
Litigation	$324/hr	$405/hr	25.00%
Board Meetings	$525	$655	24.80%
Additional Meeting Hours	$195	$243	24.60%
Paralegal	$130/hr	$162/hr	24.60%
Travel	$60/hr	$75/hr	25.00%

The requested increase is essentially a flat 25% increase across all billing categories.

The justification is based on:

2023 COLA = 8.7%
2024 COLA = 3.2%
2025 COLA = 2.5%
2026 CPI = 3.8%
2027, 2028, 2029 Inflation = 7%

Fact Sheet

Social Security

2023 SOCIAL SECURITY CHANGES

Cost-of-Living Adjustment (COLA):

Based on the increase in the Consumer Price Index (CPI-W) from the third quarter of 2021 through the third quarter of 2022, Social Security and Supplemental Security Income (SSI) beneficiaries will receive an 8.7 percent COLA for 2023. Other important 2023 Social Security information is as follows:

Tax Rate	2022	2023
Employee	7.65%	7.65%
Self-Employed	15.30%	15.30%

NOTE: The 7.65 percent tax rate is the combined rate for Social Security and Medicare. The Social Security portion (OASDI) is 6.20 percent on earnings up to the applicable taxable maximum amount (see below). The Medicare portion (HI) is 1.45 percent on all earnings. Also, as of January 2013, individuals with earned income of more than $200,000 ($250,000 for married couples filing jointly) pay an additional 0.9 percent in Medicare taxes. The tax rates shown above do not include the 0.9 percent.

	2022	2023
Maximum Taxable Earnings		
Social Security (OASDI only)	$147,000	$160,200
Medicare (HI only)	No Limit	
Quarter of Coverage		
	$1,510	$1,640

Fact Sheet

Social Security

2024 SOCIAL SECURITY CHANGES

Cost-of-Living Adjustment (COLA):

Based on the increase in the Consumer Price Index (CPI-W) from the third quarter of 2022 through the third quarter of 2023, Social Security and Supplemental Security Income (SSI) beneficiaries will receive a 3.2 percent COLA for 2024. Other important 2024 Social Security information is as follows:

Tax Rate	2023	2024
Employee	7.65%	7.65%
Self-Employed	15.30%	15.30%

NOTE: The 7.65 percent tax rate is the combined rate for Social Security and Medicare. The Social Security portion (OASDI) is 6.20 percent on earnings up to the applicable taxable maximum amount (see below). The Medicare portion (HI) is 1.45 percent on all earnings. Also, as of January 2013, individuals with earned income of more than $200,000 ($250,000 for married couples filing jointly) pay an additional 0.9 percent in Medicare taxes. The tax rates shown above do not include the 0.9 percent.

	2023	2024
Maximum Taxable Earnings		
Social Security (OASDI only)	$160,200	$168,600
Medicare (HI only)	No Limit	
Quarter of Coverage		
	$1,640	$1,730

Fact Sheet

Social Security

2025 SOCIAL SECURITY CHANGES

Cost-of-Living Adjustment (COLA):

Based on the increase in the Consumer Price Index (CPI-W) from the third quarter of 2023 through the third quarter of 2024, Social Security and Supplemental Security Income (SSI) beneficiaries will receive a 2.5 percent COLA for 2025. Other important 2025 Social Security information is as follows:

Tax Rate	2024	2025
Employee	7.65%	7.65%
Self-Employed	15.30%	15.30%

NOTE: The 7.65 percent tax rate is the combined rate for Social Security and Medicare. The Social Security portion (OASDI) is 6.20 percent on earnings up to the applicable taxable maximum amount (see below). The Medicare portion (HI) is 1.45 percent on all earnings. Also, as of January 2013, individuals with earned income of more than $200,000 ($250,000 for married couples filing jointly) pay an additional 0.9 percent in Medicare taxes. The tax rates shown above do not include the 0.9 percent.

	2024	2025
Maximum Taxable Earnings		
Social Security (OASDI only)	$168,600	$176,100
Medicare (HI only)	No Limit	
Quarter of Coverage		
	$1,730	$1,810

Economic News Release

Consumer Price Index Summary

Transmission of material in this release is embargoed until
8:30 a.m. (ET) Tuesday, May 12, 2026 USDL-26-0721

Technical information: (202) 691-7000 * cpi_info@bls.gov * www.bls.gov/cpi
Media contact: (202) 691-5902 * PressOffice@bls.gov

CONSUMER PRICE INDEX - APRIL 2026

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.6 percent on a seasonally adjusted basis in April, after rising 0.9 percent in March, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.8 percent before seasonal adjustment.

The index for energy rose 3.8 percent in April, accounting for over forty percent of the monthly all items increase. The shelter index also increased in April, rising 0.6 percent. The index for food increased 0.5 percent over the month as the index for food at home rose 0.7 percent and the index for food away from home increased 0.2 percent.

The index for all items less food and energy rose 0.4 percent in April. Indexes that increased over the month include household furnishings and operations, airline fares, personal care, apparel, and education. Conversely, the indexes for new vehicles, communication, and medical care were among the major indexes that decreased in April.

The all items index rose 3.8 percent for the 12 months ending April, after rising 3.3 percent for the 12 months ending March. The all items less food and energy index rose 2.8 percent over the year, following a 2.6 percent increase over the 12 months ending March. The energy index increased 17.9 percent for the 12 months ending April. The food index increased 3.2 percent over the last year.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended
	Oct. 2025	Nov. 2025	Dec. 2025	Jan. 2026	Feb. 2026	Mar. 2026	Apr. 2026	Apr. 2026
All items	-	-	0.3	0.2	0.3	0.9	0.6	3.8
Food	-	-	0.7	0.2	0.4	0.0	0.5	3.2
Food at home	-	-	0.6	0.2	0.4	-0.2	0.7	2.9
Food away from home(1)	-	-	0.7	0.1	0.3	0.2	0.2	3.6
Energy	-	-	0.3	-1.5	0.6	10.9	3.8	17.9
Energy commodities	-	-	-0.3	-3.3	1.1	21.3	5.6	29.2
Gasoline (all types)	-1.3	2.7	-0.3	-3.2	0.8	21.2	5.4	28.4
Fuel oil	-	-	-0.8	-5.7	11.1	30.7	5.8	54.3
Energy services	-	-	1.0	0.2	0.2	0.4	1.6	5.4
Electricity	-	-	0.2	-0.1	-0.7	0.8	2.1	6.1
Utility (piped) gas service	-	-	3.7	1.0	3.1	-0.9	-0.1	3.0
All items less food and energy	-	-	0.2	0.3	0.2	0.2	0.4	2.8
Commodities less food and energy commodities	-	-	0.0	0.0	0.1	0.1	0.0	1.1
New vehicles	0.0	0.2	0.0	0.1	0.0	0.1	-0.2	0.2
Used cars and trucks	0.7	0.1	-0.9	-1.8	-0.4	-0.4	0.0	-2.7
Apparel	-	-	0.3	0.3	1.3	1.0	0.6	4.2
Medical care commodities(1)	-	-	0.3	-0.1	0.0	-1.0	-0.4	-0.5
Services less energy services	-	-	0.3	0.4	0.3	0.2	0.5	3.3
Shelter	-	-	0.4	0.2	0.2	0.3	0.6	3.3
Transportation services	-	-	0.4	1.4	0.2	0.6	0.3	4.3
Medical care services	-	-	0.4	0.3	0.6	0.0	0.0	3.2

Footnotes

(1) Not seasonally adjusted.

NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Food

The index for food rose 0.5 percent in April after being unchanged in March. The food at home index increased 0.7 percent over the month. Five of the six major grocery store food group indexes increased in April. The index for meats, poultry, fish, and eggs increased 1.3 percent over the month as the index for beef rose 2.7 percent. The fruits and

AGREEMENT
Between
BROWARD COUNTY BOARD OF RULES AND APPEALS

and

CHARLES M. KRAMER, ESQUIRE FOR
LEGAL SERVICES

This is an Agreement (the "Agreement"), consists of nine (9) pages, and is made and entered into by and between:

BROWARD COUNTY BOARD OF RULES AND APPEALS,
hereinafter referred to as "BOARD,"

THE LAW OFFICE OF CHARLES M. KRAMER, hereinafter

referred to as "COUNSEL"

WHEREAS, the BOARD wishes to enter into an agreement ("Agreement") with COUNSEL for his employment in connection with certain legal representation; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

l.l COUNSEL agrees to provide legal services to and on behalf of BOARD in all matters involving BOARD as BOARD'S General Counsel.

1.2 COUNSEL is permitted to delegate the performance of services and work with other attorneys of similar experience (Co-Counsel), associate attorneys (Associates)(attorneys with less than seven (7) years of experience in the applicable area of practice), and paralegals/legal assistants, in the law firm of LAW OFFICE OF CHARLES M. KRAMER PLLC.

ARTICLE II
COMPENSATION: METHOD OF PAYMENT

2.1 Compensation shall be paid to the COUNSEL in accordance with the terms set forth herein below.

2.2 For professional services rendered, COUNSEL's, Co-Counsel's and Associate's fees shall be based on the hourly rate as follows:

PROPOSED FEES:	07/01/2026-06/30/2029
Office and Non-Litigation Time (COUNSEL & Co-Counsel)	$331.00/hour
(Associates)	$237.00/hour
Litigation Time (COUNSEL & Co-Counsel)	$405.00/hour
Board and Committee Meetings (Fee is for 3 hours)	$655.00
Each hour or fractions thereof above of 3 hours	$243.00
Paralegal Time	$162.00/hour
Travel outside Broward County	$75.00/hour

2.3 COUNSEL agrees that there will be no charge for review of emails, correspondence, or other communication(s) received from BOARD or its administrative personnel by COUNSEL's paralegal(s) or support staff. This provision shall not apply if COUNSEL or Co-Counsel is/are personally unable to retrieve and review such communication(s) due to circumstances beyond their control and require the assistance of COUNSEL's paralegal(s) or support staff.

2.4 Review of emails, correspondence, or communication received from BOARD or its administrative staff, which are sent for the purpose of updating or informing on matters not requiring the direct or ongoing assistance of COUNSEL or Co-Counsel, shall be billed in increments of .10 hours.

2.5 In addition to the charges for professional fees set forth in Subsection 2.2 above, BOARD shall reimburse COUNSEL for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs, printing, costs of reproduction, secretarial overtime, computer time, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, F.S. COUNSEL shall not charge for travel of attorneys within Broward County offices and pledges that it shall provide the best available and most appropriate lawyer in any of its office locations for the issues involved.

2.6 COUNSEL shall submit invoices on a monthly basis for the payment of out-of-pocket expenses. Each invoice shall include a signed certificate listing all costs, fees. vouchers, invoices, and other documentary evidence that will describe in reasonable detail the basis for expenditures for which reimbursement is sought.

2.7 In the event that COUNSEL, CO-COUNSEL, or ASSOCIATE(s) is/ arc required or requested to perform any additional or extraordinary services not herein contemplated, COUNSEL, CO-COUNSEL, or ASSOCIATE(s) shall be entitled to apply for additional compensation, the amount of which shall be subject to the approval of BOARD and no such additional compensation in excess of the amount herein stated shall he paid unless specifically authorized in advance by BOARD, in its sole discretion.

2.8 All amounts paid by BOARD to COUNSEL shall be subject to audit by BOARD and Broward County. All charges incurred under this Agreement shall be due and payable only after services have been rendered or expenses incurred and invoice submitted.

2.9 Payment shall be made on a monthly basis to: THE LAW OFFICE OF CHARLES M. KRAMER.

ARTICLE III
TERM AND TERMINATION OF AGREEMENT

3.1 This Agreement shall commence on July 1, 2026, and shall continue until June 30, 2029.

3.2 It is expressly understood and agreed that the occurrence of an Event of Default, as set forth in Article IV herein, will give rise to a right of termination by the non-defaulting party. Termination shall be upon ten (10) days written notice to the Defaulting Party after the expiration of the cure period provided for in Article IV herein. In the event of termination by BOARD, COUNSEL shall not undertake any new work under this Agreement after receipt of the notice.

3.3 In the event of termination and upon receipt of written notice from BOARD of such termination, COUNSEL shall promptly submit an invoice to BOARD for the out-of-pocket expenses actually incurred and not reimbursed prior to the termination date and a final invoice for all services rendered prior to the termination of this Agreement. Upon payment of such invoices by BOARD, COUNSEL shall have no further obligation to COUNSEL monetarily or otherwise. Likewise, COUNSEL'S obligations to the BOARD as provided for hereunder shall cease, except for participating in an orderly and professional transfer of such responsibilities and files or copies of files to the BOARD or its designee.

ARTICLE IV
DEFAULT

4.1 Failure or refusal of either party to perform or do any act herein required of that party after thirty (30) days written notice from the non-defaulting party shall constitute a default ("Event of Default").

4.2 In the event of any default, in addition to any other remedy available to the non-defaulting party, this Agreement may be terminated pursuant to Article III hereof. Such termination shall not waive any other legal remedies available to the non-defaulting party.

ARTICLE V
RECORD AUDIT AND INSPECTION

5.1 COUNSEL agrees to maintain and make available all financial records, supporting documents, records, and any other documents pertinent to the funding under this Agreement.

5.2 COUNSEL shall maintain such data and financial records in an accessible location and condition for a period of not less than three (3) years after final payment under this Agreement or until after the final audit has been resolved, whichever is later.

5.3 COUNSEL shall permit BOARD or its designee to audit, examine and make excerpts and transcripts from such records.

ARTICLE VI
CONFLICT OF INTEREST

6.1 COUNSEL states that he is familiar with and will comply with the terms and conditions of Chapter 112, Part III, Florida Statutes (Code of Ethics), and Broward Ethics Ordinance 2015-55, and will make himself aware and comply with any amendments thereto.

6.2 It is important that COUNSEL be independent and impartial in order to properly conduct his services to the BOARD. COUNSEL shall not act as counsel in any lawsuit or other adversary proceeding in which BOARD is named as an adversary party or in which COUNSEL takes an adverse position to the BOARD.

ARTICLE VII
PUBLIC RECORDS-LAW

7.1 It is important that COUNSEL be independent and impartial in order to properly conduct his services to the BOARD. COUNSEL shall not act as counsel in any lawsuit or other adversary proceeding in which BOARD is named as an adversary party or in which COUNSEL takes an adverse position to the BOARD.

7.2 COUNSEL agrees that he will comply with all BOARD policies and procedures in observing the requirements of said laws.

ARTICLE VIII
INSURANCE

8.1 COUNSEL will maintain in force, during the life of this Agreement, Professional Liability Insurance with limits not less than Five Hundred Thousand Dollars ($500,000.00) for each occurrence with the maximum deduction of Fifty Thousand Dollars ($50,000.00).

ARTICLE IX
OWNERSHIP OF RESULTS

9.0 Any interest of COUNSEL in reports, memoranda, or other documents Prepared or received by COUNSEL in connection with services performed or to be performed under this Agreement shall be the property of the BOARD and will be transmitted to BOARD or its designee upon request.

ARTICLE X
INDEPENDENT CONTRACTOR

10.0 COUNSEL is an independent contractor under this Agreement. Services provided by COUNSEL shall not be as an officer, employee, or agent of BOARD.

ARTICLE XI
SUBCONTRACTING

11. 1 Neither party to this Agreement shall contract on behalf or in the name of the other party.

11.2 Any violation of this provision shall confer no rights in favor of anyone and shall be void.

11.3 COUNSEL is expressly prohibited from subcontracting the legal services required hereunder unless such subcontracting is agreed to in writing by BOARD.

ARTICLE XII
WAIVER

12. The omission of either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

ARTICLE XIII
VENUE AND WAIVER OF JURY TRIAL

13. This Agreement shall be construed according to the laws of the State of Florida and the appropriate venue for any actions arising out of this Agreement. or the making of this Agreement, shall be either the Circuit Court of Broward County, Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a trial by jury of any such litigation. Alternatively, the parties may jointly agree to resolve any dispute(s) under the JAMS Streamlined Arbitration Rules and Procedures. Any decision(s) rendered by JAMS shall be final and binding on the parties.

ARTICLE XIV
SEVERABILITY

14. In the event that any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed or deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

ARTICLE XV
AMENDMENTS/ ASSIGNMENTS

15.1 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.2 COUNSEL shall not transfer or assign any duties or obligations hereunder without the prior written consent of BOARD.

ARTICLE XVI
NOTICES

16. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR BOARD:

Broward County Board of Rules and Appeals
1 N. University Drive Suite 3500B,
Plantation, FL 33324

FOR COUNSEL:

The Law Office of Charles M. Kramer PLLC
2900 N. University Drive, Suite 36
Coral Springs, FL 33065

ARTICLE XVII
ENTIRE AGREEMENT

17. This Agreement constitutes the entire understanding and agreement between the parties and no warranties, express or implied, representations, promises, or statements have been made by either party unless endorsed herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each. signature: BROWARD COUNTY BOARD OF RULES AND APPEALS through its BOARD OF DIRECTORS, signing by and through its Chair, authorized to execute same by Board action on the _____day of June, 2026.

ATTEST:

BROWARD COUNTY BOARD
OF RULES AND APPEALS

By:_____
For BOARD

Dated:_____

COUNSEL

By: _____
Charles M. Kramer, Esq

Dated:_____