

RESOLUTION NO. 2001-24

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING AN INTERLOCAL AGREEMENT FOR MUNICIPAL LEVEL SERVICES PROVIDED BY BROWARD COUNTY, IN PARTICULAR, THE PROVISION OF ZONING, PLAT AND SITE PLAN REVIEW SERVICES; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on August 8, 2000, the Town Council of the Town of Southwest Ranches, Florida approved Resolution No. 2000-9, authorizing the Mayor, Town Administrator and Town Attorney to enter into an interlocal agreement with Broward County for provision of certain municipal level services; and

WHEREAS, the Town is desirous of having Broward County continue providing certain municipal services.

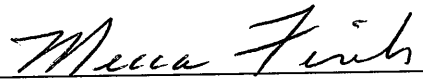
NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The above referenced recitals are true and correct and are incorporated herein by reference.


Section 2: Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an interlocal agreement with Broward County, substantially in the form of the Agreement attached as Exhibit "A", providing zoning, plat and site plan review services.

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

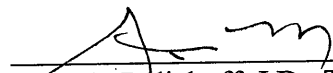
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of February, 2001.


Mecca Fink, Mayor

Attest:


Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney

Return recorded document to:

Document prepared by:

**INTERLOCAL AGREEMENT FOR
ZONING, PLAT AND SITE PLAN REVIEW SERVICES BY BROWARD COUNTY**

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

TOWN of SOUTHWEST RANCHES, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "TOWN."

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

WHEREAS, the TOWN wishes the COUNTY to provide zoning services for a period of nine (9) months; and

WHEREAS, the TOWN wishes the COUNTY to provide certain planning services for a period of sixty (60) days; and

WHEREAS, the COUNTY 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 TOWN agree as follows:

1. SCOPE OF SERVICES:

1.1. COUNTY agrees to provide the following services:

Zoning Code Services including Zoning Code Enforcement. Code enforcement complaints shall be submitted to the Zoning Code Services Division who shall forward same to the Town Administrator for a determination of whether any investigation or further action shall be taken.

- 1.2 TOWN hereby appoints the Broward County Zoning Official as the Zoning Official for the TOWN and authorizes the Zoning Official to perform the required duties set forth within the Broward County Zoning Code, as adopted by the TOWN as of June 6, 2000, and, specifically, as requested by the TOWN pursuant to Schedule "A" attached hereto and made a part thereof.
- 1.3 Plat and Site Plan Review Services as set forth within Schedule "B" attached hereto and made a part thereof.
- 1.3 Broward County staff shall be available upon request for staff support services at meetings of the TOWN Council or its boards.

2. TERM OF AGREEMENT:

- 2.1. This Agreement shall become effective upon midnight, February 6, 2001 and shall continue in full force and effect until midnight, September 30, 2001 for Zoning Code Services and until midnight, April 6, 2001 for Plat and Site Plan Review Services, with extensions to be approved by the County Administrator and the TOWN.
- 2.2. This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or the TOWN is provided pursuant to Section 8, NOTICES.

3. COMPENSATION:

- 3.1 Zoning permits, certificates of use, zoning variances, appeals from administrative decisions, rezoning petitions, outdoor event permits, sale of zoning maps to the public, and written correspondence pertaining to zoning requested by the public as selected pursuant to Schedule "A" attached hereto shall be processed and issued by COUNTY in accordance with the fees charged pursuant to Broward County Administrative Code, as such fees may be amended from time to time. All fees shall be retained by COUNTY and no other reimbursement from TOWN will be required.

- 3.2 Code enforcement services and attendance by County staff at meetings as requested by the TOWN shall be billed to the TOWN monthly at a cost of Forty Dollars (\$40.00) per hour.
- 3.3 All other services selected by the TOWN pursuant to Schedule "A" attached hereto shall be billed to the TOWN monthly at a cost of Forty Dollars (\$40.00) per hour.
- 3.4 Plat and Site Plan Review Services shall be provided by COUNTY in accordance with the fees charged pursuant to the Broward County Administrative Code, as such fees may be amended from time to time. All fees shall be retained by the COUNTY for services specified in Schedule "B."
- 3.5 All other services for staff to attend TOWN meetings, as requested in writing, shall be billed to TOWN at a cost of Seventy Dollars (\$70.00) per hour.

4. **TERMINATION:**

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party of such termination pursuant to Section 6, NOTICES, herein.

5. **GOVERNMENTAL IMMUNITY**

TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their elected officials, 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.

6. **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:

FOR COUNTY:

County Administrator

115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR TOWN:

Town Administrator
Town of Southwest Ranches
3111 Stirling Road
Ft. Lauderdale, FL 33312

7. MISCELLANEOUS PROVISIONS:

- 7.1 **Assignment:** COUNTY shall perform the selected services provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. Neither TOWN nor COUNTY shall have the right to assign this Agreement.
- 7.2 **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.
- 7.3 **Severability:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 7.4 **Entire Agreement:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.5 **Modifications:** It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.6 **Counterpart Originals:**

The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

7.7 Recording:

This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

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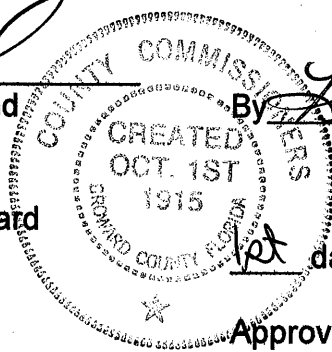
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 27th day of February, 2001, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

R. Ahl
County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida



By Kristen Jacobs
V. Chair
1st day of March, 2001.

Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Sharon L. Gray
Assistant County Attorney
Deputy

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
SOUTHWEST RANCHES FOR SERVICES PROVIDED BY BROWARD COUNTY.

TOWN

Witnesses:

TOWN OF SOUTHWEST RANCHES

By Mecca Firis
Mayor-Commissioner

14 day of February, 2008

Approved as to Form and correctness

[Signature]
TOWN CLERK

[Signature]
TOWN ATTORNEY

slc/wp
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SCHEDULE "A"

Indicate services requested: **'FS'** for Full service, **"NS"** for no service

Zoning letters	<u>FS</u>
GIS (graphic information systems) mapping (for the general public)	<u>FS</u>
Site plan review and Zoning Permits	<u>FS</u>
Zoning Variances and administrative appeals	<u>FS</u>
Rezoning Petitions and Zoning Code amendment processing with staff support	<u>FS</u>
Certificates of Use	<u>FS</u>
Outdoor Event Permits	<u>FS</u>
Code Enforcement	<u>FS</u>

SCHEDULE "B"

Indicate services requested: **'FS'** for Full service, **"NS"** for no service

Plat Review FS

Development Review FS

Site Plan Review - Director of Development Management shall forward application and comments from reviewing agencies to TOWN. Director of Development Management Division shall not issue Site Plan Development Orders except for one single family dwelling or modifications to same. FS