

RESOLUTION NO. 2001-25

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 INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED 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
624798_1.DOC

Return recorded document to:
Cos Tornese, Director
Building Code Services Division
955 South Federal Highway
Fort Lauderdale, FL 33316

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

**INTERLOCAL AGREEMENT FOR
INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND
RELATED SERVICES TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE SERVICES DIVISION,
DEPARTMENT OF SAFETY AND EMERGENCY SERVICES**

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, COUNTY maintains a Department of Safety and Emergency Services
which includes a Building Code Services Division ("Building Division") that conducts plan
review, permit inspections, building official, code enforcement, and other services relating
to building; and

WHEREAS, the TOWN is desirous of procuring all or some of the Services of
COUNTY for the performance of plan examinations, inspections, Building Official or other
Services within the municipal boundaries of the TOWN; and

WHEREAS, COUNTY, through said Division, 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:

ARTICLE 1 - SCOPE OF SERVICES

1.1. TOWN agrees to transfer to COUNTY the authority to perform the Services in accordance with Schedule "A" attached hereto ("Services").

1.2. COUNTY shall perform the above Services pursuant to Schedule "A" through its Building Division, or any successor division as may be designated by the County Administrator.

1.3. If full Building Official Services are selected on Schedule "A," plan review and inspection Services shall be performed by COUNTY personnel pursuant to the terms and conditions contained herein and in Article 3, COMPENSATION. If full Building Official Services are not selected on Schedule "A," inspection and plan review Services shall be on an as needed basis as determined by the TOWN Building Official, dependent on availability of COUNTY resources.

1.4. It is understood and agreed that COUNTY may be required to employ additional personnel to perform the Services required under this Agreement, however, TOWN shall not be responsible for any costs or expenses associated with the hiring and employment of said additional employees.

1.5. Additional Services, including inspection, plan review or temporary building official Services may be provided to TOWN upon written request by the TOWN Manager and/or Mayor to the Director of Building Division, subject to the availability of inspectors to perform such Services. TOWN shall compensate COUNTY for such additional Services at the rate of Fifty Dollars (\$50.00) per hour for temporary Building Official Services and Forty Dollars (\$40.00) per hour for all other Services.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1. It is specifically understood and agreed that all rights and powers as may be vested in the TOWN pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the TOWN not specifically addressed by this Agreement, shall be retained by TOWN. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

Engineering
Water Management
Drainage Districts
Traffic Engineering

Natural Resource Protection
Health Department
Fire Protection

2.2. In the event TOWN desires to have COUNTY provide any of the above Services, a separate agreement shall be required between TOWN and COUNTY.

ARTICLE 3 - COMPENSATION

PLEASE CHECK THE APPROPRIATE SECTION (OPTION A OR B) BELOW (Check only one):

OPTION A

3.1 [] 3.1.1. COUNTY shall provide the Services set forth in Section 1.1 above and on Schedule "A" at the rate of Fifty Dollars (\$50.00) per hour for partial Building Official Services and Forty Dollars (\$40.00) per hour for all other Services.

If full Building Official services were selected on Schedule "A," TOWN agrees to reimburse COUNTY for Building Official Services in the lump sum of _____ and 00/100 Dollars (\$ _____) per year, pro rated monthly.

For all other Services, TOWN agrees to reimburse COUNTY for the Services provided pursuant to Schedule "A" in the estimated total amount of _____ and 00/100 Dollars (\$ _____) per year. TOWN and COUNTY agree that the above amount is estimated in order to afford COUNTY the opportunity to have the necessary resources available to provide such Services.

3.1.2. COUNTY shall invoice TOWN on a monthly basis for actual Services provided to TOWN by COUNTY during the preceding month. TOWN shall reimburse COUNTY within forty-five (45) days of the date of the invoice. TOWN shall be invoiced for fractional portions of an hour in half hour increments to the nearest half hour at the rate set forth herein. Any sums paid to the COUNTY are non-refundable to the TOWN except as provided in Section 7, TERMINATION, wherein the TOWN would be entitled to a pro rata reimbursement in the event COUNTY terminates this Agreement.

3.1.3. In the event TOWN requests that COUNTY perform additional inspection, plan review and/or building official Services which exceed the estimated total amount set forth in subsection 3.1.1 above, TOWN shall

reimburse COUNTY at the rate of Fifty Dollars (\$50.00) per hour for Building Official Services and Forty Dollars (\$40.00) per hour for all other Services hereunder, payable monthly.

3.1.4. In the event additional Services are required to be provided by COUNTY to TOWN which exceed 50% of the estimated total amount set forth in subsection 3.1.1 above, TOWN shall provide ninety (90) days notice to COUNTY in order to afford COUNTY the opportunity to obtain any additional resources that may be required to provide the requested supplementary Services.

OPTION B

3.1. 3.1.1. Permits shall be issued by COUNTY in accordance with the fees charged pursuant to Chapter 40, Part VII, Broward County Administrative Code, as such fees may be amended from time to time. All fees shall be retained by COUNTY.

In addition, TOWN shall reimburse COUNTY at the hourly rate of Fourteen and 50/100 Dollars (\$14.50) per hour or N/A and 00/100 Dollars (\$ N/A) per month for COUNTY personnel located within TOWN offices for the performance of the services set forth herein, as more particularly set forth in Schedule "A".

3.1.2. COUNTY shall invoice TOWN on a monthly basis for actual Services provided to TOWN by COUNTY during the preceding month. TOWN shall reimburse COUNTY within forty-five (45) days of the date of the invoice. TOWN shall be invoiced for fractional portions of an hour in half hour increments to the nearest half hour at the rate set forth herein. Any sums paid to the COUNTY are non-refundable to the TOWN except as provided in Section 7, TERMINATION, wherein the CITY would be entitled to a pro rata reimbursement in the event COUNTY terminates this Agreement.

ARTICLE 4 - TERM OF AGREEMENT

4.1. This Agreement shall be deemed to have commence on February 5, 2001, and shall continue in full force and effect until midnight, September 30, 2005.

4.2. 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.

ARTICLE 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 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 6 - INSURANCE

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

ARTICLE 7 - TERMINATION

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

ARTICLE 8 - 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 COUNTY:

Director, Broward County Building Code Services Division
955 South Federal Highway
Fort Lauderdale, Florida 33316

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

TO TOWN:

SW Ranches
JOHN CANADA, TOWN MANAGER
3111 Stirling Rd.
Fort Lauderdale, FL 33312

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1. **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 party shall have the right to assign this Agreement.

9.2. **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.

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

9.4. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.5. **MODIFICATION:** 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.

9.6. **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.

9.7. **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.

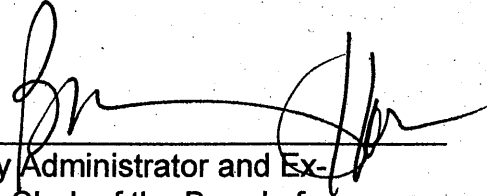
9.8. **RECORDING:** This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between Broward County and TOWN of Southwest Ranches for selected Services to be Performed by the Broward County Building Code Services Division 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

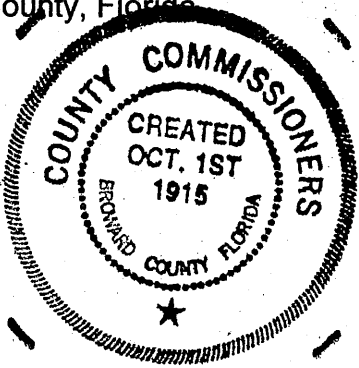
to execute same by Board action on the 3rd day of April, 2001
(date) and the TOWN, signing by and through its Mayor, authorized to
execute same by Commission action on the 14th day of February, 2001 (date).

COUNTY

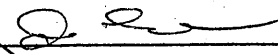
ATTEST:



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



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By  _____
Chair
3rd day of April, 2001 (date)

Approved as to form
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) 357-6968

By  _____
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
SOUTHWEST RANCHES FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND
RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING
CODE SERVICES DIVISION, DEPARTMENT OF SAFETY AND EMERGENCY
SERVICES

TOWN

TOWN OF SOUTHWEST RANCHES

By Mecca Fink
Mayor

14 day of February, 2001 (date)

By John Leach
TOWN Manager

14 day of February, 2001 (date)

APPROVED AS TO FORM:

By A. M.
TOWN Attorney

SCHEDULE "A"

INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES

Indicate service requested:

"FS" for full service, "PS" for partial service, "NS" for no service

	<u>INSPECTIONS</u>	<u>PLAN REVIEWS</u>
Structural	<u>FS</u>	<u>FS</u>
Plumbing	<u>FS</u>	<u>FS</u>
Electrical	<u>FS</u>	<u>FS</u>
Mechanical	<u>FS</u>	<u>FS</u>
Fire	<u> </u>	<u> </u>
Zoning	<u> </u>	<u> </u>
Landscaping	<u> </u>	<u> </u>
Mobile Home	<u> </u>	<u> </u>

OTHER SERVICES:

Permit Issuance	<u>FS</u>
Enforcement of South Florida Building Code or applicable Building Code	<u>FS</u>
Enforcement of South Florida Building Code (Fire provisions) or applicable Fire Code	<u>FS</u>
Business/Code Inspections	<u>FS</u>
Enforcement of TOWN Zoning Code and ordinances	<u> </u>
Building Official function required by South Florida Building Code or applicable Building Code **	<u>FS</u>
On-Site Permitting Personnel (available in Option B, 3.1.1) COUNTY Clerical personnel located within TOWN offices on the following days <u>MON - Fri.</u> , within the hours of <u>8:00</u> AM/PM and <u>4:00</u> AM/PM	<u>PS</u>

** If full Building Official Services are selected, TOWN appointed COUNTY as the Building Official for the TOWN pursuant to the requirements of Section 201.1(A)(1) of the South Florida Building Code or applicable Building Code on Feb 5, 2001.

SCHEDULE "A"

INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES

Indicate service requested:

"FS" for full service, "PS" for partial service, "NS" for no service

	<u>INSPECTIONS</u>	<u>PLAN REVIEWS</u>
Structural	_____	_____
Plumbing	_____	_____
Electrical	_____	_____
Mechanical	_____	_____
Fire	_____	_____
Zoning	_____	_____
Landscaping	_____	_____
Mobile Home	_____	_____

OTHER SERVICES:

Permit Issuance	_____
Enforcement of South Florida Building Code or applicable Building Code	_____
Enforcement of South Florida Building Code (Fire provisions) or applicable Fire Code	_____
Business/Code Inspections	_____
Enforcement of TOWN Zoning Code and ordinances	_____
Building Official function required by South Florida Building Code or applicable Building Code *	_____
On-Site Permitting Personnel (available on in Option B, 3.1.1) COUNTY Clerical personnel located within TOWN offices on the following days _____, within the hours of _____ AM/PM and _____ AM/PM**	_____

* If full Building Official Services are selected, TOWN appointed COUNTY as the Building Official for the TOWN pursuant to the requirements of Section 201.1(A)(1) of the South Florida Building Code or applicable Building Code on _____, 20____.

** No later than May 1st of each year, COUNTY shall provide CITY with notice of anticipated increases, if any. If warranted, the amounts set forth above shall be adjusted annually by the Cost of Living Index in an amount not to exceed five percent (5%). Any increases shall take effect on October 1st following the May 1st notification.