

RESOLUTION NO. 2000-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH BROWARD COUNTY FOR THE EXTENSION OF INTERIM SERVICES FOR BUILDING AND PERMITTING SERVICES THROUGH SEPTEMBER 30, 2001; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

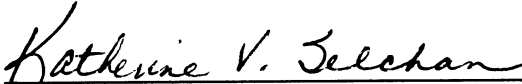
Section 1: Agreement. The Agreement between the Broward County and the Town of Southwest Ranches for the Extension of Interim Services for Building and Permitting Services through September 30, 2001, and attached hereto as Exhibit "A", is hereby approved.

Section 2: Effective Date. This Resolution shall become effective immediately upon its adoption.

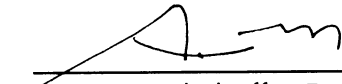
PASSED AND ADOPTED this 21st day of September, 2000.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Katherine V. Selchan  
Interim Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D.  
Interim Town Attorney

Return recorded document to:  
Sharon L. Cruz, Deputy County Attorney  
Broward County Attorney's Office  
Suite 423, 115 So. Andrews Avenue  
Fort Lauderdale, FL 33301

Document prepared by:

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**INTERIM INTERLOCAL AGREEMENT FOR  
PLANNING, BUILDING & ZONING SERVICES BY BROWARD COUNTY**

This is an Interim 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 planning, building and zoning services for a period of three (3) months; 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:

Building Code Services including Building Code enforcement as set forth within Exhibit "A," attached hereto and made a part hereof.

Zoning Code Services including Zoning Code enforcement as set forth within Exhibit "B," attached hereto and made a part hereof.

Plat and Site Plan Review Services as set forth within Exhibit "C," attached hereto and made a part hereof.

- 1.2 TOWN hereby appoints the Broward County Building Official as the building official for the TOWN pursuant to the requirements of Section 201.1(A)(1) of the South Florida Building Code which includes the authority to issue permits.
- 1.3 TOWN hereby appoints the Broward County Fire Marshall as the Fire Marshall for the TOWN and authorizes the Fire Marshall to perform the required duties set forth within the South Florida Building Code and applicable provisions of Florida Statute.
- 1.4 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.
- 1.5 Broward County staff shall be available upon request for staff support services at meetings of the TOWN Council or its boards.
- 1.6 At the termination of this Agreement, COUNTY shall complete and finalize all actions for all matters for which fees had been collected by the COUNTY prior to the termination of this Agreement.
- 1.7 All matters which had been routinely heard by the County Commission as the local government providing municipal type services to the area now know as Southwest Ranches shall now be heard by the Town Council.

**2. TERM OF AGREEMENT:**

- 2.1. This Agreement shall become effective upon execution by the COUNTY and shall terminate ninety (90) from the effective date, or upon the execution by both parties of any subsequent agreement for services, whichever occurs first.
- 2.2. This Agreement shall remain in full force and effect for the above referenced time frame unless terminated as provided herein.

**3. COMPENSATION:**

- 3.1 **Building Code Services** - 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 Exhibit "A."

3.1.1 Additional services requested by TOWN shall be billed to TOWN monthly at a cost of Fifty Dollars (\$50.00) per hour for temporary Building Official services and Forty Dollars (\$40.00) per hour for all other additional services.

3.2 **Zoning Code Services** - 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 Exhibit "B."

3.2.1 All other services for staff to attend TOWN meetings, as requested in writing, shall be billed to TOWN monthly at a cost of Forty Dollars (\$40.00) per hour.

3.3 **Plat and Site Plan Review Services** - 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 Exhibit "C."

3.3.1 All other services for staff to attend TOWN meetings, as requested in writing, shall be billed to TOWN monthly at a cost of Seventy Dollars (\$70.00) per hour during regular COUNTY business hours and One Hundred Five Dollars (\$105.00) per hour after regular COUNTY business hours.

4. **TERMINATION:**

This Agreement may be terminated by either party upon fifteen (15) 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:**

Mayor  
Town of Southwest Ranches  
3111 Stirling Road  
Fort Lauderdale, FL 33312

7. **MISCELLANEOUS PROVISIONS:**

- 7.1 **Assignment:** COUNTY shall perform the services provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. TOWN shall not 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 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.
- 7.7 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.
- 7.8 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.
- 7.9 Recording: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have made and executed this Interim Interlocal 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 24<sup>th</sup> day of October, 2000, and TOWN OF SOUTHWEST RANCHES, signing by and through its mayor, duly authorized to execute same.

COUNTY

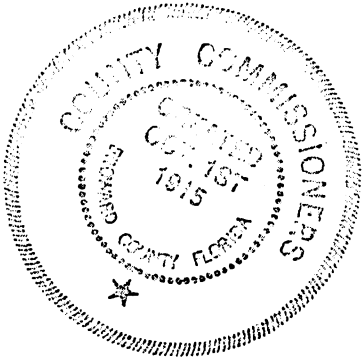
ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

By L. Stumpfen  
Chair

6<sup>th</sup> day of November, 2000.



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. Cruz  
~~Assistant~~ County Attorney  
Deputy

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

TOWN

Witnesses:

TOWN OF SOUTHWEST RANCHES

John Lamade  
Christine Hood

By Mecca Fend  
Mayor-Commissioner

26 day of October, 2000

By James P. Wood  
Town Manager

26<sup>th</sup> day of October, 2000 (date)

APPROVED AS TO FORM:

By [Signature]  
Town Attorney

slc/wp  
#2swranches.a01  
10/26/00  
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