

**RESOLUTION NO. 2001-69**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TOWN OF DAVIE FOR THE PROVISION OF CODE COMPLIANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, through the efforts of the Town Administrator, Town Clerk and Town Planner, over the last few weeks we have had limited success in improving Town services to the residents in the area of code compliance, and

**WHEREAS**, the last provider of service was the County and although the Town had received services in the past from the County, these services needed to be improved, and

**WHEREAS**, the contract with the County that was terminated, provided for code compliance services at \$40.00 per hour, and included the Town staff providing hours of phone follow up. On a full time basis the cost would have been \$83,200 annually, and

**WHEREAS**, as an interim provider of service the City of Weston has been providing a BSO code compliance officer on a part time basis as a pilot project. The full time annual cost for just the officer would be approximately \$55,000 annually.

**WHEREAS**, the Town Administrator and Town Planner has discussed the code compliance issue with the Town Administrator of the Town of Davie, and

**WHEREAS**, the Town of Davie has a very successful and fully staffed code compliance program and after much discussion the Town of Davie has proposed to provide full code compliance services for the Town of Southwest Ranches

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

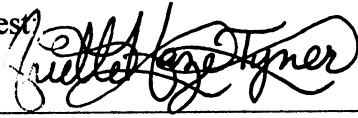
**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

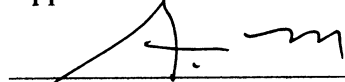
**Section 2:** The Town Council hereby authorizes the Town Administrator to prepare an interlocal agreement between the Town of Southwest Ranches and Town of Davie, incorporating the terms and conditions as described on the associated agenda report on the June 14, 2001 Town Council meeting, plus such other terms and conditions deemed necessary and appropriate.

**Section 3:** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 14<sup>th</sup> day of June, 2001.

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

Attest   
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:  
  
\_\_\_\_\_  
Gary A. Poliakoff, J. D., Town Attorney



**DEVELOPMENT SERVICES DEPARTMENT**

Administration 797-1101  
Planning & Zoning 797-1103  
Building & Occupational Licensing 797-1111  
Code Compliance 797-1121  
Engineering 797-1113

**TOWN OF DAVIE** 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399 (954) 797-1000

**FAX TRANSMITTAL**

TO : ARIELLE HAZE TYNER/TOWN CLERK SOUTHWEST RANCHES

PHONE #: (965) 434-0008

FAX #: (954) 985-4176 / 4341490

FROM : DAN STALLONE/CODE COMPLIANCE OFFICIAL

DATE : 4-10-02

SUBJECT : SWR/DAVIE Code Compliance Contract

COMMENTS : \_\_\_\_\_

*Hi Arielle:*  
*Enclosed please find a copy*  
*of the contract for services.*  
*Regards,*  
*Danny.*

11 Page(s) Transmitted (Including this cover sheet)

THIS IS A CONFIDENTIAL COMMUNICATION AND THE INFORMATION CONTAINED HEREIN IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. ANY PROBLEMS IN RECEIVING, PLEASE CALL THE CODE COMPLIANCE OFFICE. THANK YOU.

RESOLUTION R-2001-194

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED INTERLOCAL AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF CODE COMPLIANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town of Davie and Town of Southwest Ranches desire to enter into an Interlocal Agreement for the Town of Davie to deliver code compliance services to the Town of Southwest Ranches; and

WHEREAS, the Town of Davie and the Town of Southwest Ranches have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement; and

WHEREAS, the Town of Davie has proposed an Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town Officials are hereby authorized to execute the proposed Agreement between the Town of Davie and the Town of Southwest Ranches for code compliance services, a copy of which is attached hereto.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption by the Town of Davie and the Town of Southwest Ranches.

PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF July, 2001.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 3<sup>rd</sup> DAY OF July, 2001.

**INTERLOCAL AGREEMENT  
 BETWEEN  
 TOWN OF DAVIE  
 AND  
 TOWN OF SOUTHWEST RANCHES  
 PROVIDING FOR  
 DELIVERY OF CODE COMPLIANCE SERVICES  
 BY TOWN OF DAVIE**

This is an Interlocal Agreement, made and entered into by and between: TOWN OF DAVIE, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "DAVIE,"

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 DAVIE to provide code compliance services for a period of twelve (12) months or until contracted compensation has been exhausted; and

**WHEREAS**, DAVIE is willing to perform such services pursuant to the terms hereinafter set forth.

**NOW THEREFORE**, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, DAVIE and TOWN agree as follows:

**ARTICLE 1****SCOPE OF SERVICES**

- 1.1 DAVIE agrees to provide Code Compliance Services pursuant to Exhibit "A" attached hereto.
- 1.2 TOWN hereby appoints the DAVIE Code Compliance Division as the Code Compliance Agency for the TOWN and authorizes the Code Compliance Official to perform the required duties, as requested by the TOWN pursuant to Exhibit "A" attached hereto and made a part thereof.
- 1.3 DAVIE staff shall be available at meetings of the Town Special Master to address matters concerning the Town.
- 1.4 TOWN agrees that fees for legal services, if any, requested to be rendered from DAVIE by TOWN, in regard to code compliance activities shall be billed separately to TOWN, as such fees shall be mutually agreed upon. As a general rule, the Town's Legal Council shall provide legal services in matters brought before the Town's Special Master.

**ARTICLE 2****TERM OF AGREEMENT**

- 2.1 This Agreement shall become effective June 18, 2001 and shall continue in full force for twelve (12) months or until contracted compensation has been exhausted, with extensions of equal duration to be conditioned upon mutual approval by the Administrators of both TOWN and DAVIE.
- 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 DAVIE or the TOWN is provided pursuant to Article 6, NOTICES.

**ARTICLE 3****COMPENSATION**

- 3.1 TOWN and DAVIE agree that the Code Compliance Services to be provided pursuant to Exhibit "A" shall be compensated, at an hourly or cost amount, as specified in Exhibit "B" attached hereto, up to, but not to exceed Fifty Thousand Dollars (\$50,000.00) unless an amended agreement is approved in writing between DAVIE and TOWN.
- 3.2 TOWN and DAVIE agree that the cost of miscellaneous supplies associated with the operational and procedural requirements in performing Code Compliance functions for the TOWN shall be billed at actual cost pursuant to Exhibit "B" attached. Such items may include doorknob notices, violation stickers and informational handouts.
- 3.3 Consideration by TOWN to DAVIE shall be payable in monthly installments on the fifteenth (15<sup>th</sup>) day of each month commencing July 15, 2001 and each succeeding month thereafter until the contracted compensation has been exhausted.

**ARTICLE 4****TERMINATION**

This agreement may be terminated by either party upon thirty (30) days written notice to the other party of such termination pursuant to Article 6, NOTICES, herein, without cause.

**ARTICLE 5****GOVERNMENTAL IMMUNITY**

TOWN and DAVIE are state agencies as defined in Chapter 768.28, Florida Statutes. Each agrees to be fully responsible for acts and omissions of their elected officials, agents or employees to the extent permitted by law. Nothing contained herein is intended to serve as a waiver of sovereign immunity by any party to this Agreement to which sovereign immunity may be applicable. Nothing contained herein shall be construed as a consent by a state agency to be sued by third parties in any matter arising out of this Agreement or any other contract.

**ARTICLE 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:

**TO TOWN OF DAVIE:**

Thomas Willi  
Town Administrator  
6591 Orange Drive  
Davie, Florida 33314

**TO TOWN OF SOUTHWEST RANCHES:**

John Canada  
Town Administrator  
3111 Stirling Road  
Fort Lauderdale, FL 33312

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

- 7.1 **Assignment:** DAVIE shall perform the Code Compliance Services provided in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. Neither TOWN nor DAVIE 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 contained herein.
- 7.4 **Entire Agreement:** It is understood and agreed that this Agreement incorporates and includes all prior negotiation, 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



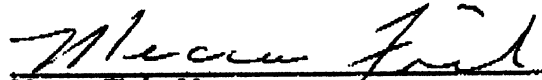
predicated upon any prior representations or agreements, whether oral or written.

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.

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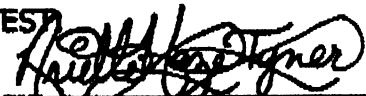
**INTERLOCAL AGREEMENT BETWEEN TOWN OF DAVIE AND TOWN OF  
SOUTHWEST RANCHES FOR CODE COMPLIANCE SERVICES PROVIDED  
BY TOWN OF DAVIE.**

**TOWN OF SOUTHWEST RANCHES**

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


\_\_\_\_\_ day of July, 2001

ATTEST

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

  
\_\_\_\_\_  
John Canada, Town Administrator

Approved as to Form and Correctness,

  
\_\_\_\_\_  
Gary A. Pollakoff, P. A., Town Attorney

**INTERLOCAL AGREEMENT BETWEEN TOWN OF DAVIE AND TOWN OF  
SOUTHWEST RANCHES FOR CODE COMPLIANCE SERVICES PROVIDED BY  
TOWN OF DAVIE.**

**TOWN OF DAVIE**

  
\_\_\_\_\_  
Harry Venis, Mayor

3<sup>RD</sup> day of July, 2001

ATTEST:

  
\_\_\_\_\_  
Russell Muniz, Town Clerk

  
\_\_\_\_\_  
Thomas Willi, Town Administrator

Approved as to Form and Correctness,

  
\_\_\_\_\_  
Monroe Kiar, Town Attorney

**EXHIBIT "A"****SCOPE OF SERVICES**

Code Compliance shall be provided based upon the conformance with the standard procedural requirements as those presently employed by DAVIE. Services are to be provided based upon response to complaints from residents or direction from officials of the TOWN. Such services shall consist of, but not be limited to the following:

- Intake and processing of code violation complaints from residents or officials of the TOWN. This service will be provided during each regularly scheduled workday.
- Follow up on complaints through referral to an appropriate governmental agency or field inspector provided by DAVIE staff and billed as specified in Exhibit "B" attached.
- Field inspection to be responsive to specific complaints and provide for the issuance of violation notices as necessary for twelve (12) hours per week.
- Additional field inspection services may be provided based upon specific request from the Town Administrator or designee for the TOWN and upon staff availability of DAVIE.
- Filing liens or imposition of other agreed upon sanctions for non-compliance, as appropriate, shall be provided.
- Provide monthly status reports via mail or electronic transmission to TOWN for reference and information.
- Process non-compliance cases through a special master, that may be provided by DAVIE or TOWN, as necessary, at applicable hourly rate.
- Provide other code compliance services as agreed to by Town Administrators of TOWN and DAVIE.

**EXHIBIT "B"****Schedule of Costs**

<u>Position and supplies</u>	<u>Hourly or Costs</u>
A. Code Compliance Official	\$ 30.96
B. Code Compliance Inspector	\$ 27.06
C. Administrative Secretary	\$ 24.45
D. Davie Special Master ( <u>Note: Current hourly rate subject to revision</u> ).	\$ 100.00
E. Certified Mail	\$ 3.94 or current rate
F. Vehicle Cost	\$ 0.345 per mile
G. Lien Recording (2 documents)	\$ 10.50
H. Miscellaneous Supplies	at cost
I. Miscellaneous Employees ( <u>appropriate departmental employees and such services as may be required in the investigation of complaints</u> )	<u>at hourly cost</u>
J. Legal Services ( <u>billed at mutually agreed upon hourly rate</u> )	<u>at hourly cost</u>