

RESOLUTION NO. 2006 – 004

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR BUILDING CODE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2000 the Town Council, pursuant to Resolution No. 2000-16, adopted an Interim Interlocal Agreement with Broward County for Building Code Services; and

WHEREAS, on February 28, 2001, pursuant to Resolution No. 2001-24, the Town Council finalized its agreement with Broward County for Building Code Services; and

WHEREAS, the term of the current agreement ends September 30, 2005, and the TOWN desires to extend its agreement with Broward County; and

WHEREAS, Broward County maintains a Department of Urban Planning and Redevelopment which includes a Building Code Services Division (BCSD) that offers building officials, plan review, permit inspections, code enforcement, and other services relating to building; and

WHEREAS, the Town is desirous of having full, on-site, Building Code Services; and

WHEREAS, Broward County is willing to perform full, on-site, Building Code Services pursuant to the terms set forth in a revised Interlocal Agreement.

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.

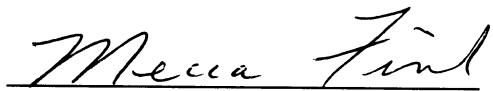
Section 2. The Town Council hereby approves an Interlocal Agreement with Broward County, in substantially the same form as that attached hereto as Exhibit "A", for full, on-site, Building Code Services.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. 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 20th day of October, on a motion by Council Member Aster Knight and seconded by Council Member Jeff Nelson.

Fink	<u>Y</u>	Ayes	<u>5</u>
Blanton	<u>Y</u>	Nays	<u>0</u>
Knight	<u>Y</u>	Absent	<u>0</u>
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

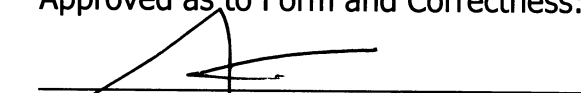


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
938755_1.DOC

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

Document prepared by:
Francisco Ordaz
Building Code Services Division
955 So. Federal Highway
Fort Lauderdale, FL 33316

**INTERLOCAL AGREEMENT FOR
FULL SERVICE AT TOWN HALL**
BUILDING CODE SERVICES TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE SERVICES DIVISION,
DEPARTMENT OF URBAN PLANNING AND REDEVELOPMENT

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 Urban Planning and
Redevelopment which includes a Building Code Services Division (BCSD) that conducts
building official, plan review, permit inspections, code enforcement, and other services
relating to building; and

WHEREAS, the TOWN is desirous of procuring from the COUNTY On-Site Full
Building Code Services within the municipal boundaries of the TOWN or at TOWN facility;
and

WHEREAS, COUNTY, through BCSD, 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 Services in accordance with the terms herein.

1.2 COUNTY shall perform the Services through its BCSD, or any successor division as may be designated by the County Administrator.

1.3 Applicants apply at TOWN facilities for permits. Permit inspection, plan review and Building Official functions will be performed by COUNTY staff. The building official and associated staff shall receive direction from the TOWN's administration on pertinent issues.

1.4 COUNTY will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources. Requests for service shall be delivered to Broward County Building Code Services no later than 3:30 p.m. on the business day prior to the date requested.

1.5 All permit issuance activities will be performed by COUNTY staff on software applications provided by the COUNTY. Full functionality of the POSSE system at off site locations will be effective no later than ninety (90) days after the execution of this Agreement. COUNTY's staff will be responsible for processing, monitoring and tracking all permit applications, including issuance. Certificates of Occupancy and Certificates of Completion will be prepared by the COUNTY's staff for the approval of the COUNTY's Building Official.

1.6 Software application shall provide for online viewing and tracking permit data and scheduling and canceling inspections.

1.7 The COUNTY will provide permit records to the TOWN and such records will be archived by the COUNTY at the COUNTY's expense.

1.8 Vehicles, cellular telephones, uniforms and reference materials will be provided for the COUNTY's inspectors, plan reviewers and Building Official by the COUNTY.

1.9 Inspections will be performed within twenty four (24) hours of request or the next business day when called in before a weekend or holiday. Inspection requests must be made no later than 3:30 p.m. on the business day prior to the date requested. Plan review turn around will be based on a fifteen (15) day cycle. COUNTY staff will be available to respond to permit holder questions and requests from 7:30 a.m. to 4:30 p.m., Monday through Friday.

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

3.1 TOWN shall adopt the Broward County fee schedule and permits shall be issued in accordance with the fees charged pursuant to Chapter 40, Part VIII, Broward County Administrative Code, as such fees may be amended from time to time.

3.2 COUNTY, at the TOWN's request, shall levy and retain a 12 percent surcharge on all permit fees to recover costs for a COUNTY clerical staff person to be located within TOWN offices. These fees shall be retained by COUNTY. Surcharge percent may be amended from time to time.

3.3 COUNTY shall collect and retain all fees pursuant to Chapter 40, Part VIII, Broward County Administrative Code.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement shall be deemed to have commenced upon approval by the COUNTY COMMISSION, and shall continue in full force and effect until midnight September 30th, 2010.

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 municipal corporation existing under the laws of the state of Florida. 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:

Town Clerk
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

With copy to:

Town Manager
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

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 INDEPENDENT CONTRACTOR: COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the TOWN. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 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. Amendments extending the term of this Agreement pursuant to Section 4.1 or adding or deleting services to the Scope of Services under Section 1 may be approved by the County Administrator.

9.7 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.

9.8 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.

9.9 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 COUNTY and TOWN 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 Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__ (date) and the TOWN, signing by and through its _____, authorized to execute same by Commission action on the ___ day of _____, 20__ (date).

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____
Mayor

____ day of _____, 20 ____ (date)

Approved as to form
Office of County Attorney
Broward County, Florida
Sharon Cruz, Interim 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 FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE SERVICES DIVISION, DEPARTMENT OF URBAN PLANNING AND REDEVELOPMENT.

TOWN OF SOUTHWEST RANCHES

ATTEST:

Susan Owens, Town Clerk

Mecca Fink, Mayor

John Canada, Town Administrator

Dates this ____ of November, 2004.

APPROVED AS TO FORM AND
CORRECTNESS:

By _____
Gary A. Poliakoff, Town Attorney