

RESOLUTION NO. 2007 - 063

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO UTILIZE ITS MINIMUM HOUSING/UNSAFE STRUCTURES BOARD FOR ADJUDICATION OF TOWN BUILDING CODE AND RELATED PUBLIC NUISANCES MATTERS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on October 1, 2006, the Town terminated its agreement with Broward County ("County") for Plans Review and Building Inspection Services; and

WHEREAS, the terminated agreement included the use of the Broward County Minimum Housing/Unsafe Structures Board ("Board"); and

WHEREAS, on October 31, 2006, the Town entered into a new agreement for Plans Review and Building Inspections with CSA Southeast, Inc.; and

WHEREAS, the agreement with CSA Southeast, Inc. does not create a Minimum Housing/Unsafe Structures Board; and

WHEREAS, the Town is in need of a Minimum Housing/Unsafe Structures Board to hear and dispose of cases brought by the Town's Building Official in accordance with the Florida Building Code; and

WHEREAS, the County maintains a Minimum Housing/Unsafe Structures Board that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code; and

WHEREAS, the County, through said Board, is willing to perform such services for the Town; and

WHEREAS, the Town Council finds it to be in the best interest of the Town to enter into an Interlocal Agreement with the County to utilize the County's Minimum Housing/Unsafe Structures Board.

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 the Interlocal Agreement with Broward County, as attached hereto as Exhibit "A," to utilize the County's Minimum Housing/Unsafe Structures Board for the adjudication of Town Building Code and related public nuisances matters.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Interlocal 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: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of May 2007, on a motion by Council Member Aster Knight and seconded by Council Member Steve Breitzkreuz.


Fink	<u>Y</u>	Ayes	<u>5</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Breitzkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<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

FTL_DB: 1046607_1

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

Document prepared by:
Charlie Torres, Admin Manager II
Building Code Services Division
955 South Federal Highway
Fort Lauderdale, FL 33316

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

FOR

***HEARINGS BY THE BROWARD COUNTY
MINIMUM HOUSING/UNSAFE STRUCTURES BOARD***

This 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 Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, COUNTY maintains a Minimum Housing/Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code; and

WHEREAS, the Board, pursuant to Chapter 5 of the Broward County Code of Ordinances is authorized to hear and dispose of cases brought by the Building Official; and

WHEREAS, TOWN, pursuant to Resolution No. _____ authorized the use of the Board to hear and dispose of cases brought by the TOWN Building Official; and

WHEREAS, COUNTY, pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 111 of the Florida Building Code has the authority to hear and dispose of cases brought by the Building Official; and

WHEREAS, COUNTY, through said Board is willing to perform such services on the terms and conditions hereinafter 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. The recitals above are true and correct and are incorporated herein.
2. SCOPE OF SERVICES:
 - 2.1. COUNTY agrees to make the Board available to hear and dispose of cases brought by the TOWN Building Official for violations of the Florida Building Code.
 - 2.2. Once the TOWN Building Official determines that a violation exists, COUNTY shall be responsible for:
 - (a) filing a case with the Board;
 - (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board; and
 - (c) implementing the orders and directives of the Board to cause the violations(s) to be corrected.
 - 2.3. COUNTY shall perform the above-described functions through the Board or any successor entity.
3. FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY:

It is specifically understood and agreed that all rights and powers as may be vested in TOWN pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of TOWN not specifically addressed by this Agreement shall be retained by TOWN. TOWN shall retain responsibility for filing and/or defending any appeals to orders of the Board.

4. COMPENSATION:
 - 4.1. COUNTY shall provide services set forth above at the rate of Sixty-Five and 00/100 Dollars (\$65.00) per hour for the Code Enforcement Officer and

Twenty Eight and 38/100 Dollars (\$28.38) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property and other ancillary costs. Overtime, when approved by the TOWN, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of 30 minutes. The County shall not exceed a total cost, per case, of Five Hundred and 00/100 (\$500.00) without written authorization from the TOWN. All costs shall be properly documented and such documentation provided to the TOWN with the monthly invoices.

- 4.2. TOWN shall reimburse COUNTY for the actual costs of the services delineated in Section 2 of this Agreement in implementing the orders and directives of the Board to cause the violation(s) to be corrected. Such costs shall include, but not be limited to, boarding up property and demolition necessary to remove the violation(s). Such costs shall be properly documented and such documentation provided to TOWN with the monthly invoices described in Section 4.3 hereof.
- 4.3. COUNTY shall invoice TOWN on a monthly basis for actual services provided during the preceding month. TOWN shall reimburse COUNTY within thirty (30) days of the date of the invoice.
- 4.4. Fines and liens recorded against property shall run in favor of the TOWN.
- 4.5. The amounts set forth above shall be adjusted annually by the COUNTY by an amount not to exceed five percent (5%) to address increases in operating and labor costs. Notwithstanding the foregoing, COUNTY may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, COUNTY shall provide TOWN with notice of anticipated increases, if any. Any increases shall take effect on October 1st, following the May 1st notification.

5. TERM OF AGREEMENT:

- 5.1. This Agreement shall be deemed to have commenced upon approval by the COUNTY COMMISSION, and shall continue in full force and effect until terminated, as provided in Section 8, Termination, of this Agreement.
- 5.2. This Agreement shall continue in full force and effect unless written notice of termination by the COUNTY or TOWN is provided pursuant to Section 9, Notices. Unless terminated as provided in Section 8, Termination.

6. INDEMNIFICATION:

TOWN is a state agency as defined in Section 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 and employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision to be by third parties in any matter arising out of this Agreement or any other contract.

7. INSURANCE:

COUNTY is self insured pursuant to the provisions of Section 768.28, Florida Statutes.

8. TERMINATION:

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Section 9, Notices, herein. Within sixty (60) days of termination of this Agreement, COUNTY shall forward to TOWN all documentation related to cases previously heard or being prepared to be heard by the Unsafe Structures Board.

9. NOTICES:

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, 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, FL 33316

With copy to:

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

TO TOWN:

Christopher J. Russo, Town Administrator
6589 SW 160th Avenue
Southwest Ranches, FL 33331

With copy to:

Gary A. Poliakoff, J.D., Town Attorney
3111 Stirling Road
Fort Lauderdale, FL 33312

10. MISCELLANEOUS PROVISIONS:

- 10.1. Assignment: COUNTY shall perform the services provided for in this Agreement exclusively and solely for TOWN which is a party to this Agreement. TOWN shall not have the right to assign this Agreement.
- 10.2. 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.
- 10.3. Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 10.4. Entire Agreement: It is understood and agreed that this Agreement incorporated 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 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.
- 10.5. 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.
- 10.6. 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.

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 it's BOARD OF COUNTY COMMISSIONERS, signing by and through it's Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and the TOWN, signing by and through its _____, authorized to execute same by Commission action on the ____ day of _____, 20__.

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 _____, ____ (date)

Approved as to form
Office of County Attorney
Broward County, Florida
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 HEARINGS BY THE BROWARD COUNTY MINIMUM
HOUSING/UNSAFE STRUCTURES BOARD

TOWN

TOWN OF SOUTHWEST RANCHES

Attest:

Susan A. Owens, Town Clerk

By _____
Mecca Fink, Mayor

____ day of _____, 20__ (date)

By _____
Christopher J. Russo, Town Administrator

____ day of _____, ____ (date)

APPROVED AS TO FORM:

By _____
Gary A. Poliakoff, Town Attorney