

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director

SUBJECT: Resolution

TITLE OF AGENDA ITEM: 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.

REPORT IN BRIEF: This resolution approves an interlocal agreement with the Town of Southwest Ranches for the purpose of having the Town of Davie provide code compliance services to the Town of Southwest Ranches. This agreement was presented to the Town of Southwest Ranches, reviewed and returned to the Town of Davie. The changes shown in the agreement include deletions (shown by items stricken) and additions (shown by underline) as submitted by Town of Davie staff and the office of the Town Attorney of Davie. The revised agreement requires the review and consent of the Town of Southwest Ranches.

The terms of the agreement include the Town of Davie providing code compliance services to the Town of Southwest Ranches for a period of twelve (12) months or exhaustion of the agreed compensation amount of Fifty Thousand Dollars (\$50,000.00), whichever shall occur first. There is a provision for renewal of the agreement and compensation upon such requirement. The agreement can be terminated with thirty (30) days notice from either party without cause.

Time is the essence for reviewing and approving the agreement as such code compliance services are required immediately by the Town of Southwest Ranches.

PREVIOUS ACTIONS: Not applicable.

CONCURRENCES: Not applicable.

FISCAL IMPACT: Not applicable.

RECOMMENDATION(S):

Attachment(s): Resolution, Interlocal Agreement

RESOLUTION _____

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 _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ , 2001.

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

Item No.

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.

~~IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth; NOW, THEREFORE,~~

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

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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 ~~Official~~ Agency for the TOWN and authorizes the ~~Official~~ Code Compliance Official to perform the required duties, as requested by the TOWN pursuant to ~~Schedule~~ Exhibit "A" attached hereto and made a part thereof.
- 1.3 DAVIE staff shall be available ~~upon request for staff support services at meetings of the TOWN Council or its boards at meetings of the Davie Code Compliance Special Master to address matters concerning the Town.~~
- 1.4 TOWN agrees that fees for legal services, 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.

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 ~~to be approved of equal duration to be conditioned upon mutual approval by the Administrator's 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 the DAVIE or the TOWN is provided pursuant to Section ~~8~~ 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 ~~a an~~ hourly or cost amount, as specified in Exhibit "B" attached hereto, ~~shall be provided for Fifty Thousand Dollars (\$50,000.) 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 ~~separately~~ 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 (15th) day of each month commencing July 15, 2001 and each succeeding month thereafter until the contracted compensation has been exhausted.

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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 Section 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:

FOR TO TOWN OF DAVIE:

Thomas Willi
Town Administrator
6591 Orange Drive
Davie, Florida 33314

FOR 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 ~~selected~~ code compliance services provided for 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.

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- 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.
- 7.6 ~~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.~~

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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 June, 2001

ATTEST:

Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness,

Gary A. Poliakoff, P. A., Town Attorney

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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 DAVIE

Harry Venis, Mayor

_____ day of June, 2001

ATTEST:

Russell Muniz, Town Clerk

Approved as to Form and Correctness,

Monroe Kiar, Town Attorney

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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 ~~input~~ complaints from residents or direction from officials of the TOWN. Such services shall consist, but not be limited by 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 complaint, 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 ~~biweekly~~ monthly status reports ~~via email or by electronic transmission~~ via mail or electronic transmission to TOWN for reference and information.
- Process non-compliant compliance cases through a special master, that ~~may~~ is to be provided by DAVIE ~~or TOWN~~, as necessary, at applicable hourly rate.
- Provide other code compliance services ~~and as~~ agreed to by Town Administrators of TOWN and DAVIE.

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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>).	\$75.00
E. Certified Mail	\$3.74
F. Vehicle Cost	\$.345 per mile
G. Lien Recording (2 documents)	\$10.50
H. Miscellaneous Supplies	at cost
I. <u>Miscellaneous Employees</u> (<u>appropriate departmental employees and such services as may be required in the investigation of complaints</u>)	<u>at hourly cost</u>
J. <u>Legal Services</u> (<u>billed at mutually agreed upon hourly rate</u>)	<u>at hourly cost</u>

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