

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director  
(954) 797-1101

**PREPARED BY:** Mark A. Kutney, AICP, Development Services Director

**SUBJECT:** Renewal of Interlocal Agreement

**AFFECTED DISTRICT:** Townwide

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO RENEW AND EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE CITY OF HALLANDALE BEACH FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES TO BE PERFORMED BY THE TOWN OF DAVIE BUILDING DIVISION OF THE DEVELOPMENT SERVICES DEPARTMENT.

**REPORT IN BRIEF:** The impact of privatization of inspection services and lucrative wage offers has drastically reduced the county provisions of inspections services to the Broward Cities. The Town of Davie is fortunate in having the capability of providing the building inspection services to these organizations.

**PREVIOUS ACTIONS:** The Town provided such services to Hallandale Beach pursuant to Resolution R-2004-047 and this agreement constitutes a continuation of those services.

**FISCAL IMPACT:**

Has request been budgeted?      Yes  
If yes, expected cost:    Unable to determine expected costs  
Account Name: Building Department Inspections

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Copy of Interlocal Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO RENEW AND EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE CITY OF HALLANDALE BEACH FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES TO BE PERFORMED BY THE TOWN OF DAVIE BUILDING DIVISION OF THE DEVELOPMENT SERVICES DEPARTMENT.

WHEREAS, a number of Broward Cities are in need of additional building inspection services to accommodate their work loads; and

WHEREAS, the Town of Davie desires to utilize its employees to the best benefit of the Town and has the capability with minor adjustments to provide such services; and

WHEREAS, the provision of these building inspection services would enable the Town to enhance revenue producing opportunities and;

WHEREAS, the City of Hallandale Beach is interested in obtaining Town of Davie building inspection services and;

WHEREAS, the attached Interlocal Agreement with the City of Hallandale Beach and the Town of Davie will permit both jurisdictions to accomplish these goals.

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

SECTION 1. The Town of Davie does hereby authorize the Mayor to enter into an Interlocal Agreement which is attached as "Exhibit A".

SECTION 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005

**INTERLOCAL AGREEMENT FOR  
INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND  
RELATED SERVICES TO BE PERFORMED BY  
THE TOWN OF DAVIE  
LICENSES, INSPECTION & REVIEW DIVISION  
DEVELOPMENT SERVICES DEPARTMENT**

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 "Town".

AND

CITY OF HALLANDALE BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY".

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

WHEREAS, TOWN maintains a Development Services Department which includes a Building Code Services Division ("Building Division") that conducts plan review, permit inspections, building official, code compliance and other services relating to building; and

WHEREAS, the CITY is desirous of procuring all or some of the Services of TOWN for the performance of plan examinations, inspections, Building Official or other Services within the municipal boundaries of the CITY; and

WHEREAS, TOWN, through said Division, 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, TOWN and CITY agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

- 1.1 CITY agrees to transfer to TOWN the authority to perform the Services listed on the attached Schedule "A".
- 1.2 TOWN shall perform the above Services pursuant to the attached Schedule "A".
- 1.3 Additional Services, not indicated on Schedule "A" may be provided to CITY upon written Amendment to this Agreement, as provided in Article 9.7.

## ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO TOWN

2.1 It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the CITY not specifically addressed by this Agreement, shall be retained by CITY. It is further understood and agreed that this Agreement is not intended to address any of the functions other than those listed on Schedule "A".

2.2 In the event CITY desires to have TOWN provide any additional Services, an amendment to this agreement shall be required.

## ARTICLE 3 - COMPENSATION

3.1 TOWN shall provide the services set forth in Schedule "A" at the rates prescribed below. This rate is effective for hours of service from 7:30 a.m. to 3:30 p.m. Monday through Friday. Hours of service prior to 7:30 a.m., after 3:30 p.m. and all day Saturday, Sunday and on TOWN recognized holidays will be considered overtime and billed at 1 ½ times the standard rate for services rendered. Any time taken for lunch by the assigned TOWN employee will extend the service hours beyond 3:30 p.m. at the standard rate. The TOWN will not charge the City for time taken for lunch by the TOWN's employee, not to exceed one (1) hour per day. Requests for service are to be made no less than 24 hours in advance. Service is to start at either 7:30 a.m. or 12 noon and run for at least 3 ½ hours. Travel times will be billed when requests for service start at times other than those noted above or that do not last at least 3 ½ hours. These rates shall apply for services requested:

Building Code Inspectors	\$47.00 per hour
Building Plans Examiner	\$51.00 per hour
Building Official Services	\$64.00 per hour

In addition to the compensation outlined above, the TOWN shall also charge the CITY for mileage and fuel expense incurred during the conduct of the requested services. These expenses will be invoiced in accord with Section 3.2 below.

3.2 TOWN shall invoice CITY on a monthly basis for actual Services provided to CITY by TOWN during the preceding month. CITY shall reimburse the TOWN within thirty (30) days of the date of the invoice. CITY shall be invoiced for fractional portions of an hour in half hour increments rolled forward to the next half hour at the rate set forth herein. Any sums paid to the TOWN are non-refundable to the CITY except as provided in Article 7, TERMINATION, wherein the CITY would be entitled to a pro rata reimbursement in the event TOWN terminates this Agreement.

3.3 TOWN will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources.

## **ARTICLE 4 - TERM OF AGREEMENT**

4.1 This Agreement shall become effective upon execution by TOWN and shall continue in full force for one full year. This Agreement may be renewed for additional periods of one (1) year upon request of CITY Manager or designee, and acceptance by the TOWN Administrator.

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 TOWN or the CITY is provided pursuant to Article 8, NOTICES.

## **ARTILE 5 - GOVERNMENTAL IMMUNITY**

CITY and TOWN are State agencies as defined in Chapter 768.28, Florida Statutes. 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 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**

TOWN 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 Article 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 TOWN:**

Town of Davie  
Town Administrator  
6591 Orange Drive  
Davie, Florida 33314

**TO CITY:**

City of Hallandale Beach  
City Manager  
400 South Federal Highway

**ARTICLE 9 - MISCELLANEOUS PROVISIONS**

9.1 **ASSIGNMENT:** TOWN shall perform the selected Services provided for in this Agreement exclusively and solely for the CITY 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:** TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of the TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 **NON-COMPETITION:** During the term of this Agreement, the CITY agrees to not compete against the TOWN for the services of those Town employees assigned to execute the duties under this Agreement.

9.7 **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 Article 1 may be approved by the City Manager or designee and the Town Administrator.

9.8 **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.

9.9 DRAFTING: This Agreement has been negotiated by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

9.10 RECORDING: This Agreement shall be recorded in public records of the Town of Davie in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between TOWN and CITY for selected Services to be Performed by the Town of Davie on the respective dates under each signature: TOWN OF DAVIE through its TOWN COUNCILMEMBERS signing by and through its MAYOR, authorized to execute same by COUNCIL ACTION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2005 and the CITY signing by and through its CITY MANAGER, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2005.

TOWN OF DAVIE

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2005

Attest:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_

Town Administrator

\_\_\_\_ day of \_\_\_\_\_, 2005

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

INTERLOCAL AGREEMENT FOR INSPECTION AND PLAN REVIEW TO BE PERFORMED BY THE TOWN OF DAVIE BUILDING CODE SERVICES DIVISION, DEVELOPMENT SERVICES DEPARTMENT.

CITY OF HALLANDALE BEACH

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2005

Attest:

\_\_\_\_\_

City Clerk

By \_\_\_\_\_

City Manager

\_\_\_\_ day of \_\_\_\_\_, 2005

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

## SCHEDULE "A"

City permits and retains fees, Town charges hourly rate and associated expenses for services selected.

Provision of a full-time Structural Inspector

Provision of a full-time Electrical Inspector

The maximum number of personnel that will be available for any service category on any given day is two.

The maximum number of personnel that will be available for all services categories on any given day is four.

Services available for inspections and/or plan review.

Structural  
Electrical  
Mechanical  
Plumbing

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