

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** June 16, 2021

**Presenter's Name and Title:** Eric Silva, Director, on behalf of the Community Development Department

**Prepared By:** Michael Alpert, Principal Planner

**Temp. Reso. Number:** 7427

**Item Description:** Temp. Reso. No. 7427, AUTHORIZING APPROVAL OF A NEW INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR GUARANTEED PARTIAL SERVICE RELATED TO BUILDING CODE SERVICES, RELATING TO PLAN REVIEW AND INSPECTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT. *(Community Development Director Eric Silva)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_  
(fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Services provided as needed, based on hourly rates in the ILA, which will be paid from Account No. 001-41-404-524-000-603400 – “Contract Services – Other”

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7427**
  - **Exhibit A: Proposed New ILA**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:**  Vernon E. Hargray, City Manager   
**BY:** Eric Silva, AICP, Community Development Director  
**DATE:** June 10, 2021  
**RE:** Temp. Reso. No. 7427, approving an Interlocal Agreement with Broward County for Guaranteed Partial Services related to Building Code Services

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**RECOMMENDATION:** Staff recommends approval of Temp. Reso. 7427, approving an Interlocal Agreement with Broward County for Guaranteed Partial Services related to Building Code Services.

**ISSUE:** The City of Miramar has relied on Broward County to assist in providing the services necessary to meet the City's inspection and plan review demands. There is still a need for these services. In 2011, the City and County executed an Interlocal Agreement ("ILA") providing for the County's provision of these services through September 30, 2016. This agreement was renewed by Resolution 16-176 on August 17, 2016, which will expire on September 30, 2021. This Resolution seeks approval of a new ILA, effective October 1, 2021, whereby Broward County will continue to provide these services through September 30, 2026, at the current hourly rates.

**BACKGROUND:** Miramar has been using Broward County building inspection and plan review services as a supplement to permanent staff. This has been a key strategic relationship that, in combination with focused permit processing improvements, has served Miramar well as the City continues to experience unprecedented rates of growth and development, as it has over the last 25 years.

**DISCUSSION:** The City continues to experience unprecedented rates of growth and development. As the City continues to expand, along with the redevelopment of Historic Miramar and high demand in residential permitting for home improvement projects, the need for these supplemental services remains.

**ANALYSIS:** To continue to provide exceptional customer service to residents, business owners and Developers, this much needed assistance will enable the Community Development Department to support the large volume of plan review and inspection requests.

The funding source is through Contract Services Other (001-41-404-524-000-603400).

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4/22/21  
6/8/21

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING APPROVAL OF A NEW INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR GUARANTEED PARTIAL SERVICE RELATED TO BUILDING CODE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2011, the City of Miramar and Broward County executed an Interlocal Agreement ("ILA") providing for the County's provision of Building Code and related services through September 30, 2021, which was then extended for a five-year period and will expire on September 30, 2021; and

**WHEREAS**, to ensure the continuity of current services, Broward County is proposing a new ILA that would become effective October 1, 2021, attached hereto as Exhibit "A", for the continuation of certain plan review and inspection services through September 30, 2026, at the current hourly rates; and

**WHEREAS**, the City desires to continue to utilize the services of County for the performance of building inspection and plan review services; and

**WHEREAS**, funds are available in the FY2021 General Fund budget for said purpose; and

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6/8/21

**WHEREAS**, the City Manager recommends approval of the new ILA with Broward County, attached hereto as Exhibit "A"; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve and execute the ILA, attached hereto as Exhibit "A", for the continuation of certain plan review and inspection services through September 30, 2026, at the current hourly rates.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the ILA, attached hereto as Exhibit "A", is approved.

**Section 3:** That the City Manager is authorized to execute the ILA, together with such non-material changes as are deemed necessary and approved as to form and legality by the City Attorney.

**Section 4:** That the appropriate City Officials are authorized to do all things necessary and expedient to effectuate the execution of the ILA and to carry out the aims of this Resolution.

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**Section 5:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Vice Mayor Yvette Colbourne  
Commissioner Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_

Return recorded document to:  
Hipolito Cruz, Jr., Director  
Building Code Services Division  
2307 West Broward Boulevard, Suite 300  
Fort Lauderdale, Florida 33312

Document prepared by:  
Maite Azcoitia, Deputy County Attorney  
Broward County Attorney's Office  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

INTERLOCAL AGREEMENT FOR  
GUARANTEED PARTIAL BUILDING CODE SERVICES  
TO BE PERFORMED BY THE  
BROWARD COUNTY BUILDING CODE SERVICES DIVISION OF THE  
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

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

City of Miramar, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City " (collectively referred to as the "Parties").

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. County maintains an Environmental Protection and Growth Management Department that includes a Building Code Services Division ("BCSD"), which conducts building official, plan review, permit inspections, code enforcement, and other services relating to the Florida Building Code ("Building Code").

C. City is desirous of procuring from County guaranteed partial Building Code services within the municipal boundaries of City, consistent with Schedule A attached hereto ("Services").

D. 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 covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1 - SCOPE OF SERVICES**

1.1 City agrees to transfer to County the authority to perform Services in accordance with the terms herein.

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

1.3 City will issue permits for the Services and retain the applicable fees. County will charge City an hourly rate for providing City a guaranteed level of staffing for the year. The requested minimum level of staffing for the term of the agreement will be based on Schedule A. This form of guarantee will enable BCSD to supply City with dedicated staff that will not be diverted from City.

1.4 For services not listed in Schedule A, County will prioritize and respond to additional services requested such as emergency, intermittent, unplanned, or limited, contingent on the availability of resources. Requests for additional service must be delivered to BCSD no later than 3:30 P.M. the business day prior to the date requested.

## **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 City pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of City not specifically addressed by this Agreement will be retained by City. 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 City desires to have County provide any of the above additional services, a separate agreement will be required between City and County.



### **ARTICLE 3 - COMPENSATION**

3.1 For Services requested in Schedule A, County will provide Services at the rate of Eighty-five and 67/100 Dollars (\$85.67) per hour for a Building Code Inspector, Ninety-seven and 58/100 Dollars (\$97.58) per hour for a Plans Examiner, Ninety-eight and 56/100 Dollars (\$98.56) per hour for a Chief Building Code Inspector, Ninety-nine and 80/100 Dollars (\$99.80) per hour for Building Official Services, and Thirty-seven and 70/100 Dollars (\$37.70) per hour for clerical services. Overtime, when pre-approved by City, will be at one and one half (1½) the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes.

3.2 All costs must be documented and said documentation provided to City with the monthly invoices. County will invoice City on a monthly basis for the Services requested in Schedule A by City for the preceding month. City shall reimburse County within thirty (30) calendar days after the date of the invoice. Any sums paid to County are nonrefundable to City.

3.3 The amounts set forth above will be adjusted annually by County, in an amount not to exceed five percent (5%) each year, 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 1<sup>st</sup> of each year, County will provide City with written notice of anticipated increases, if any. Any increases will take effect on October 1<sup>st</sup> following the May 1<sup>st</sup> notification.

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

4.1 This Agreement will commence on October 1, 2021, and will continue in full force and effect until midnight September 30, 2026. Unless terminated as provided in Article 7, TERMINATION, this Agreement may be renewed for an additional five (5) year period upon request of City and written approval of the County Administrator.

4.2 This Agreement will 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 County or City is provided pursuant to Article 8, NOTICES.

### **ARTICLE 5 - GOVERNMENTAL IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor will anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

## **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 Article 8, NOTICES.

## **ARTICLE 8 - NOTICES**

Any and all notices given or required under this Agreement must 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, Building Code Services Division  
2307 West Broward Boulevard, Suite 300  
Fort Lauderdale, Florida 33312

With copy to:

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

To City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ARTICLE 9 - MISCELLANEOUS PROVISIONS**

9.1 ASSIGNMENT: County will perform the Services provided for in this Agreement exclusively and solely for City that is a party to this Agreement. Neither party will have the right to assign this Agreement.

9.2 WAIVER: The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver

of any breach under this Agreement will not be deemed a waiver of any subsequent breach.

9.3 SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

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 will 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 will be subject to the supervision of County. In providing Services, neither County nor its agents will act as officers, employees, or agents of City. This Agreement will 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 will be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments deleting services to the scope of Services in Schedule A 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 must be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and will be governed by the laws of the state of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.8 PUBLIC RECORDS: The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, Andrea Rulka, AT (954)**

**765-4400 EXT. \_9882, ([BUILDING@broward.org](mailto:BUILDING@broward.org)), 2307 WEST BROWARD BOULEVARD, SUITE 300, FORT LAUDERDALE, FLORIDA 33312; OR THE CITY CUSTODIAN OF PUBLIC RECORDS: \_\_\_\_\_, BY TELEPHONE (954) \_\_\_\_\_, E-MAIL (\_\_\_\_\_), OR MAIL \_\_\_\_\_.**

9.9 DRAFTING: This Agreement has been negotiated and drafted by the Parties hereto and will not be more strictly construed against any party because of such party's preparation of this Agreement.

9.10 COUNTERPARTS AND MULTIPLE ORIGINALS: This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

9.11 RECORDING: This Agreement will be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

9.12 RECITALS: The truth and accuracy of each Recital set forth herein is acknowledged by the Parties as being true and correct and form a material part of this Agreement upon which the Parties have relied.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement Between County and City for Services to be performed by the Broward County Building Code Services Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: Broward County, signing by and through its County Administrator or designee, authorized to execute same by Board action on the 14th day of December, 2010, and City, signing by and through its \_\_\_\_\_, duly authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County

Witnesses:

Broward County, through its  
County Administrator or designee

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

\_\_\_\_\_  
Print/Type Name

By \_\_\_\_\_  
Maite Azcoitia  
Deputy County Attorney

MA  
BCSD\_guarpartialsvc\_Miramar-a01

INTERLOCAL AGREEMENT FOR GUARANTEED PARTIAL SERVICE BUILDING CODE  
SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE  
SERVICES DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH  
MANAGEMENT DEPARTMENT

City

City of Miramar

Attest:

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (date)

By \_\_\_\_\_  
City Manager

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

Approved as to form:

By \_\_\_\_\_  
City Attorney

EXHIBIT A

TABLE TO BE PROVIDED BY BCSD