

**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:** 7428

**Item Description:** Temp. Reso. No. 7428, AUTHORIZING APPROVAL OF A NEW INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR REPRESENTATION AT HEARINGS BEFORE THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD; 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, and paid from Account No. 001-41-404-524-000-603400 – “Contract Services – Other”. Building permit fees pay for this service.

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7428**
  - **Exhibit A: Proposed New ILA**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:** *W6* Vernon E. Hargray, City Manager *V. Hargray*  
**BY:** Eric Silva, AICP, Community Development Director  
**DATE:** June 10, 2021  
**RE:** Temp. Reso. No. 7428, approving an Interlocal Agreement with Broward County for representation at hearings before the Broward County Minimum Housing/Unsafe Structures Board

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7428, approving an Interlocal Agreement with Broward County for representation at hearings before the Broward County Minimum Housing/Unsafe Structures Board.

**ISSUE:** These services involve the hearing and disposition by the County's Minimum Housing/Unsafe Structures Board of cases brought by the City's Building Official for violations of the Florida Building Code. 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 16-177 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.

**BACKGROUND:** Per the new ILA, the services will be provided at the rate of \$85.67 per hour for a Code Enforcement Officer and \$37.70 per hour for clerical support, inclusive of charges for mailings, publication, photos, posting of the property and other ancillary costs, with a cap of \$500 per case, to be exceeded only with additional City approval. The property owner is responsible for the City's costs for violations of the Florida Building Code brought before the Minimum Housing/Unsafe Structures Board. The property owner's failure to reimburse the City would result in a lien being placed against the property.

**DISCUSSION:** Broward County maintains an Unsafe Structures Board that hears and disposes of cases brought by Building Officials to enforce minimum standards of maintenance in accordance with the Florida Building Code. As the City continues to expand, along with the redevelopment of Historic Miramar, existing older structures will need to be brought up to currently established Codes. The County's Board also serves as a back up to the City's Special Magistrate.

**ANALYSIS:** Utilizing the services of the County's Minimum Housing/Unsafe Structures Board is necessary to enforce minimum building standards established in the City's Codes and Ordinances and to ensure the life safety of our businesses and residents.

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

Temp. Reso. No. 7428  
4/22/21  
5/8/21

**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 REPRESENTATION AT HEARINGS BEFORE THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2011, the City and Broward County executed an Interlocal Agreement ("ILA") providing for representation of the City at hearings before the Broward County Minimum Housing/Unsafe Structures Board through September 30, 2016, 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 on October 1, 2021, attached hereto as Exhibit "A", to continue services related to the Minimum Housing/Unsafe Structures Board through September 30, 2026; and

**WHEREAS**, the services will be provided at the rate of \$85.67 per hour for a code enforcement officer and \$37.70 per hour for clerical support, inclusive of charges for mailings, publication, photos, posting of the property and other ancillary costs, with a cap of \$500 per case, to be exceeded only with additional City approval; and

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

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

Temp. Reso. No. 7428  
4/22/21  
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", to continue providing representation of the City at hearings before the Broward County Minimum Housing/Unsafe Structures Board.

**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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6/8/21

**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**

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

## EXHIBIT "A"

Return recorded document to:  
Hipolito Cruz, Jr., Director  
Broward County 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, FL 33301

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INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF MIRAMAR FOR  
BROWARD COUNTY STAFF SERVICES  
IN CONNECTION WITH HEARINGS BEFORE THE  
UNSAFE STRUCTURES BOARD

This Agreement is 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 Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials to enforce minimum standards of maintenance in accordance with the Florida Building Code.

C. Pursuant to Chapter 5 of the Broward County Code of Ordinances, the Board is authorized to hear and dispose of cases brought by Building Officials.

D. City is desirous of utilizing the Board to hear and dispose of cases brought by the City Building Official.

E. Pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 116 of the Florida Building Code, the Board has the authority to hear and dispose of cases brought by the City Building Official.

F. County is willing to prepare and present cases brought by the City Building Official ("Services") on the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the mutual covenants, promises, payments, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

1.1 County agrees to make the Board available to hear and dispose of cases brought by the City Building Official for violations of the Florida Building Code.

1.2 Once City Building Official determines that a violation exists, County shall be responsible for:

- (a) filing a case with the Board on behalf of City; and
- (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.

1.3 County shall perform the above-described functions through the Building Code Services Division, or any successor entity.

1.4 City shall be responsible for ensuring that the appropriate witnesses attend the hearing(s) to provide the relevant testimony and evidence and for implementing the orders and directives of the Board to cause the violation(s) to be corrected. The Parties acknowledge that County is merely performing processing functions and providing access to the Board as a vehicle for City to enforce the provisions of the Florida Building Code. Accordingly, consistent with Article 5, City retains the responsibility for filing or defending any appeal(s) of Board orders or defending legal actions arising from enforcement actions taken by City pursuant to a Board order.

## **ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY**

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, ordinance, or Charter provision of City not specifically addressed by this Agreement shall be retained by City.

## **ARTICLE 3 - COMPENSATION**

3.1 County shall provide Services at the rate of Eighty-five and 67/100 Dollars (\$85.67) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars (\$37.70) 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 City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of Five Hundred and 00/100 (\$500.00) without written authorization from City. All costs shall be properly documented and such documentation provided to City with the monthly invoices.



3.2 County shall invoice City on a monthly basis for actual services provided during the preceding month. City shall reimburse County within thirty (30) days after the date of the invoice.

3.3 Fines and liens recorded against property shall run in favor of City.

3.4 The amounts set forth in Section 3.1 shall be adjusted annually by 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 1<sup>st</sup> of each year, County shall provide City with notice of anticipated increases, if any. Any increases shall take effect on October 1<sup>st</sup>, following the May 1<sup>st</sup> notification.

3.5 City shall be responsible for the actual costs of the services delineated necessary to implement orders and directives of the Board to cause the violations(s) to be corrected. Such costs shall include, but are not be limited to, boarding up property and demolition necessary to remove the violation(s).

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

4.1 This Agreement shall commence on the date it is fully executed by the Parties and shall continue in full force and effect until midnight, September 30, 2026.

4.2 This Agreement shall continue in full force and effect unless written notice of termination by County or City is provided pursuant to Article 8, Notices. Unless terminated as provided in Article 7, Termination, this Agreement may be renewed for successive five (5) year periods upon request of City and upon written acceptance by the County Administrator.

#### **ARTICLE 5 - GOVERNMENTAL IMMUNITY; INDEMNIFICATION**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall 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 and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. Notwithstanding the foregoing and to the extent City presents cases before the Board pursuant to this Agreement, the Board is not an agent of County. Accordingly, City agrees to indemnify and defend Broward County and its officers, directors, agents, and the Board from any and all claims, causes of action, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's disposition of any case(s) heard on behalf of City pursuant to this Agreement.

## **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 thirty (30) days notice to the other party of such termination pursuant to Article 8, Notices. Within sixty (60) days of termination of this Agreement, County shall forward to City all documentation related to cases previously heard or being prepared to be heard by the Board.

## **ARTICLE 8 - 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  
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 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, ARULKA@broward.org, 2307 WEST  
BROWARD BOULEVARD, SUITE 300, FORT LAUDERALE,  
FLORIDA 33312, OR [City's Custodian \_\_\_\_\_].**

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

9.3 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.

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

9.5 ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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.

9.6 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 City. This Agreement shall not constitute or make the Parties a partnership or joint venture.

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 adding or deleting services to the Scope of Services under Article 1 may be approved by the County Administrator.

9.8 THIRD PARTY BENEFICIARIES: Neither County or City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

9.9 COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.10 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

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

9.13 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.14 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

9.15 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

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

9.17 NO CONTINGENT FEES. County warrants that is has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for County, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City for Broward County staff services to be performed by the Broward County Building Code Services Division of the Environmental Protection and Growth Management Department in connection with hearings before the Unsafe Structures Board, on the respective dates under each signature: Broward County, signing by and through its County Administrator, 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, by and through  
its County Administrator or designee

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By\_\_\_\_\_  
Broward County Administrator

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

By\_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF  
MIRAMAR FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH  
HEARINGS BEFORE THE UNSAFE STRUCTURES BOARD

**City**

City of Miramar

Attest:

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

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

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