Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(34)
04-24-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-460-07

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF NORTH MIAMI AUTHORIZING THE CITY TO ISSUE CERTAIN BUILDING PERMITS AND OTHER DEVELOPMENTAL APPROVALS AND TO PERFORM BUILDING CODE COMPLIANCE AND CODE ENFORCEMENT FUNCTIONS FOR SPECIFIED PROPERTY LOCATED WITHIN BOTH THE UNINCORPORATED AREA OF MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI; AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR HIS DESIGNEE

WHEREAS, the Home Rule Charter of Miami-Dade County, Section 1.01 (A) (17), authorizes, among other things, Miami-Dade County to enter into contracts with municipalities to perform an authorized function of County government; and

WHEREAS, a single site including certain vacant residential parcels along N.E. 2nd Court between N.E. 136th Street and N.E. 138th Street (known as The Oaks Project at 13814 N.E. 3rd Court), more particularly described by the folio numbers 06-2219-000-1450, 06-2219-000-1380, 30-2219-000-0900, 30-2219-000-0890 and 30-2219-000-0870, is located in part within the jurisdiction of unincorporated Miami-Dade County and in part within the City of North Miami, and is proposed to be developed pursuant to a single unified site plan; and

WHEREAS, a more efficient development of these parcels and a more effective use of public resources would occur if the responsibility for the issuance of all Building Department developmental approvals as well as all building code compliance and enforcement functions were handled by a single political jurisdiction,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves the agreement between Miami-Dade County and the City of North Miami in substantially the form attached hereto and made a part hereof, granting to the City of North Miami authority to issue all building permits, certificates of occupancy and all other approvals within the jurisdiction of the County's Building Department necessary for development of the portion of the aforementioned properties located within the unincorporated area of Miami-Dade County, as well as authority to perform all building code compliance and code enforcement functions on the subject property. This Board further authorizes execution of such agreement by the County Mayor or his designee.

The foregoing resolution was sponsored by Commissioner Dorrin D. Rolle and offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

CHC

Craig H. Coller

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INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
CITY OF NORTH MIAMI

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the City of North Miami, a municipal corporation of the State of Florida (the "City"), entered into this _____ day of _____, 200_ (the "Agreement").

RECITALS

1. The Home Rule Charter of Miami-Dade County, Section 1.01 (A) (17), expressly authorizes Miami-Dade County to enter into contracts with other governmental units for the performance by one unit of government of an authorized function for another.

2. A single site including certain vacant residential parcels along N.E. 2nd Court between N.E. 136th Street and N.E. 138th Street, more particularly described by the folio numbers 06-2219-000-1450, 06-2219-000-1380, 30-2219-000-0900, 30-2219-000-0890 and 30-2219-000-0870, is located in part within the jurisdiction of unincorporated Miami-Dade County and in part within the City of North Miami, and is proposed to be developed pursuant to a single unified site plan.

3. A more efficient development of these parcels and a more effective use of public resources would occur if the responsibility for the issuance of all Building Department developmental approvals as well as all building code compliance and enforcement functions were handled by a single political jurisdiction.

MEMORANDUM

Agenda Item No. 11(A)(34)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement with the City of North Miami authorizing the City to issue certain building permits

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Dorrin D. Rolle.

for: Murray A. Greenberg
County Attorney

MAG/jls

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 11(A)(34)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

TERMS

1. **Transfer of Miami-Dade County Development Permit and Code Compliance Jurisdiction**

   (a) The County hereby transfers to the City of North Miami the authority to issue any and all building permits, certificates of occupancy and all other approvals which would ordinarily be within the jurisdiction of the County's Building Department for development consistent with the County's Zoning Code, on those unincorporated portions of a site comprised of certain vacant residential lots along N.E. 2nd Court between N.E. 136th Street and N.E. 138th Street, more particularly described by the folio numbers 06-2219-000-1450, 06-2219-000-1380, 30-2219-000-0900, 30-2219-000-0890 and 30-2219-000-0870.

   (b) The County hereby transfers to the City the authority to perform all building code compliance and code enforcement on the property described in subparagraph (a) above.

3. **Indemnification**

   The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the City or its employees, agents, servants, partners principals or subcontractors. The City shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

4. **Notices**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

City: City Manager
City of North Miami
776 N.E. 125 Street
North Miami, Florida 33161

Copied to: City Attorney
City of North Miami
776 N.E. 125 Street
Miami, Florida 33161

5. **Entire Agreement**

The CITY and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of 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.

6. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7. **Assignment**

Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties, and any attempt to make such assignment shall be void.

8. — **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

CITY OF NORTH MIAMI,
a municipal corporation of the State of Florida

By: _____
City Mayor Date

MIAMI-DADE COUNTY
a political subdivision of the State of Florida
By its Board of County Commissioners:

By: _____
County Mayor or Designee Date

ATTEST:

By: _____
Clerk