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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(3)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute an Interlocal Agreement with the City of West Miami to return Building Official duties to the City
Resolution No. R-778-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Rebeca Sosa.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

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MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
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Please note any items checked.

_____ **"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**

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

√ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
9-17-13

RESOLUTION NO. R-778-13

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF WEST MIAMI TO RETURN BUILDING OFFICIAL DUTIES TO THE CITY

WHEREAS, on or about March 21, 1967 the Board of County Commissioners authorized the County to enter into a contract with the City of West Miami (the "City") for the performance by the County of certain building official duties within the City; and

WHEREAS, pursuant to that authorization the County and the City entered into a letter agreement dated on or about March 20, 1967 for the County to perform those services on behalf of the City; and

WHEREAS, the County has been performing those services for the City since those dates; and

WHEREAS, the City has determined that for the convenience of the residents of the City, the City wishes to perform those duties and no longer delegate them to the County, and has so advised the County; and

WHEREAS, the County wishes to abide by the request of the City and return those services to the City; and

WHEREAS, in the interest of the health and safety of the citizens of the County and the City the parties wish to provide for the orderly transition of those services back to the City; and

WHEREAS, to provide for such orderly transition, the City and the County have negotiated the attached proposed interlocal agreement (the "Interlocal Agreement"), subject to the approval of the governing boards of the City and the County; and

WHEREAS, on August 21, 2013 the City adopted Resolution #2013-46 authoring the execution of the Interlocal Agreement and pursuant to that resolution has executed the Interlocal Agreement through its duly authorized representatives,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the County Mayor or County Mayor's designee be authorized to execute an interlocal agreement for the transfer of Building Official duties to the City of West Miami in substantially the form attached.

The Prime Sponsor of the foregoing resolution is Chairwoman Rebeca Sosa. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**absent**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement"), dated this 21st day of AUGUST 2013 by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the City of West Miami, a municipality within the geographical boundaries of Miami-Dade County (the "City")

WITNESSETH

WHEREAS on or about March 21, 1967 the Board of County Commissioners authorized the County to enter into a contract with the City for the performance by the County of certain building official duties within the City, and

WHEREAS pursuant to that authorization the County and the City entered into a letter agreement dated on or about March 20, 1967 for the County to perform those services on behalf of the City (the "Letter Agreement"), and

WHEREAS the County has been performing those services for the City since those dates; and

WHEREAS the City has determined that for the convenience of the residents of the City, the City wishes to perform those duties and no longer delegate them to the County, all in accordance with the terms of this Interlocal Agreement and has so advised the County; and

WHEREAS the County wishes to abide by the request of the City and return those services to the City; and

WHEREAS in the interest of the health and safety of the citizens of the County and the City the parties wish to provide for the orderly transition of those services back to the City in accordance with the terms more particularly set forth below,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Effectiveness.

This Agreement shall be subject to the approval of the Board of County Commissioners of the County and the City Commission of the City. The effective date of this Agreement shall be the effective date of the later of the legislative acts required to approve it. In the event this Agreement is not effective by December 1, 2013, it shall be null and void and of no further force and effect and the parties shall continue their relationship in existence prior to this Agreement. Following the effective date of this Agreement, all agreements between the County and the City for the performance by the County of Building Official duties and services shall be deemed superseded and amended by the terms of this Agreement.

Section 2. Transition date.

The date of transfer of rights, duties and responsibilities from the County to the City under the terms of this Agreement shall be January 6, 2014 (the "Transition Date").

Section 3. Transfer of permitting responsibilities.

(a) The County shall process and issue building permits for all valid and completed permit applications received prior to the Transition Date for new construction, alterations, repairs or demolitions on real property within the City. Upon the expiration, incompleteness or determination of invalidity of a permit application, which has not been fully addressed in the sole discretion of the County prior to the Transition Date, any further permit application relating to such structure shall be processed by the City.

(b) In the event that the County issues a master permit pursuant to a permit application filed prior to the Transition Date, and the master permit does not expire in accordance with the provisions of law, the County shall process and issue all subsidiary permits related to such permit even if application for the subsidiary permits occur after the Transition Date. A master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit.

Section 4. Other Building Related Duties.

(a) The County shall continue to perform plans reviews, code mandated inspections and issuance of the applicable Certificate of Occupancy and/or Certificate of Completion for any permits issued by the County in accordance with the terms of this Agreement, only through the date of completion of such structures or expiration of the applicable permit.

(b) With respect to any structures located within West Miami, the County shall perform other duties to be performed by the Building Official under the Code only through the Transition Date.

Section 5. City's Assumption of Duties and Responsibilities.

The City shall assume all duties and responsibilities of the Building Official for all structures located within the City's boundaries to the extent not specifically retained by the County under this Agreement.

Section 6. Permit Records and Reports.

Within thirty (30) days from execution of this Agreement, the County shall deliver to the City a written report listing each active master permit and subsidiary permit issued within the boundaries of the City. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly. The County shall maintain all other records related to Building Official services performed by the County within the City's boundaries in accordance with its current practice as required by law. Copies of such records may be obtained from the County upon request of the City at the cost specified for the reproduction of documents contained in the County's Building Department's fee schedule.

Section 7. Fees and Penalties.

The County shall retain all permit fees, penalties, and other fees and charges collected by the County for any application filed or permits issued prior to the City assuming building services. The County shall retain all permit fees for any required subsidiary permits issued by the County, regardless of the date of issue. The City shall

be entitled to all permit fees, penalties and other fees and charges collected by the City for all Building Official responsibilities assumed by the City under this Agreement.

Section 8. Expired Permits.

Commencing on or before 30 days after the Transition Date, the County shall provide a report to the City listing any permit for work within the City 's boundaries that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, the County will provide the City with an updated report listing any permits that expired within the previous calendar month. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from the County upon written request of the City at the cost specified for the reproduction of documents contained in the County's Building Department's fee schedule. Commencing with the Transition Date, the City shall be responsible for enforcement actions relating to any expired permit reported to the City by the County. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any expired permit. For permits issued under the Florida Building Code, an expired permit is any permit issued by the County which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction and has not had an inspection within 180 days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any permit issued by the County which lacks a final inspection approval from the County and/or lacks compliance with the

laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by the County. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, Florida Department of Health and Rehabilitative Services, United States Army Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit, or their successors.

Section 9. County Authority/Responsibility.

The County in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Transition Date and as otherwise provided in this Agreement.

Section 10. Enforcement.

Until the Transition Date the County shall continue, either directly or through contractors, with any Building Code enforcement case initiated by the County. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the Transition Date, the County shall close all active enforcement cases and provide the City with a list of the closed cases. The County shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above

for the cases closed by the County. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, the County shall be entitled to collect from any eventual recovery by the City any fines, fees, or penalties owed to the County as of the date the case is turned over to the City. The City shall negotiate on a case by case basis with the County with respect to the share each of the parties may be entitled to in connection with each party's respective enforcement efforts and costs. In addition, the County shall be entitled to collect all enforcement fees and costs accrued in the event of any unsafe structures enforcement case that is closed by the County after this Agreement is executed, including but not limited to, the full amount of any liens recorded by the County for fees and costs incurred by the County in connection with unsafe structures enforcement. If the unsafe structures enforcement case is turned over to the City, then the County shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

Section 11. Provision for Individual Cases.

Notwithstanding the transition of powers and duties provided for in this Agreement, the County and the City may opt to enter into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such separate agreement, all enforcement authority and responsibility shall transfer to the City in accordance with the general provisions of this Agreement. Such separate agreement shall contain a specific identification of cases to be completed by the County, shall provide for the

allocation of fees and costs relating to those cases, and shall be executed by the Mayor or his designee and the City Manager not later than sixty (60) days following the Transition Date.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized, this _____ day of _____, 2013.

City of West Miami

Authorized Signature

City Manager

Acceptance Miami-Dade County

SIGNED: _____