

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND THE
CITY OF DORAL

This Interlocal Agreement (“Agreement”) is entered into by and between Miami-Dade County hereinafter referred to as (“the County”) and the City of Doral, herein after referred to as (“Doral”), both of which are political subdivisions of the State of Florida. The “Effective Date” of this Agreement shall be the date upon which the Agreement is executed by all Parties. The Parties, collectively referred to as the “Parties,” agree as follows:

WHEREAS, the Miami-Dade Fire Rescue Department (“MDFR”) is a department of the County that provides review and approval of building permits as it relates to fire safety provisions of the Florida Statutes, Florida Building Code, Florida Fire Prevention Code and the Miami-Dade County Code of Ordinances; and

WHEREAS, the City of Doral, through its Building Department, is responsible for the review, processing, issuance, and inspection of building permits to ensure that construction within the city complies with the provisions of the Florida Building Code, the Miami-Dade County Code of Ordinances, and any relevant City Ordinances within its city limits; and

WHEREAS, Doral is responsible for submitting building permits to MDFR to assure the review, processing, and inspection of building permits to ensure that construction within the city complies with the provisions of the Florida Statutes, Florida Fire Prevention Code, the Miami-Dade County Code of Ordinances, and any relevant Codes and Standards within its city limits; and

WHEREAS, Doral is committed to providing exceptional customer service to ensure its patrons and design professional community are afforded efficient services for the review, processing, and issuance of building permits, and conducting related building inspections within its city limits; and

WHEREAS, MDFR is responsible for the review and processing of building permits and conducting building inspections to ensure that construction within the City of Doral complies with the provisions of the Florida Statutes, Florida Fire Prevention Code, the Florida Building Code, the Miami-Dade County Code of Ordinances, and any relevant Codes and Standards within Doral’s city limits; and

WHEREAS, MDFR is committed to providing exceptional customer service to ensure that Doral’s patrons and design professional community are afforded the efficient services for review, processing, of building permits and related building inspections within its jurisdictional county limits.

WHEREAS, the Parties desire to establish a formal understanding for the provision of a dedicated clerical assistant at Doral's main office to provide customer service assistance to the design professional community, patrons and employees in need of guidance through the MDFR review and inspection process.

NOW THEREFORE, this Agreement outlines the terms under which the County through MDFR shall provide a dedicated customer service representative at Doral's main office to facilitate and enhance customer service for building permits and related inspections.

1. SCOPE OF SERVICES:

The services to be provided under this Agreement are anticipated to commence within thirty (30) days of the Effective Date of the Agreement. MDFR shall provide a customer service representative to facilitate and provide direct support to all persons needing assistance in the MDFR plans review and inspection process as follows:

- a. **Services:** MDFR customer service representative will report to Doral's main office as a director of first impressions to provide direct assistance to customers needing guidance for plans submittal, and inspections scheduling to MDFR as follows:
 - i. Submitting, construction plans for review: Our customer service representative will provide guidance and direction on how to submit plans through the Miami-Dade County Regulatory and Economic Resource (RER) portal for review;
 - ii. Scheduling Fire Plans Processor meetings: The customer service representative will provide guidance and direction on how to schedule weekly free design professional meetings with the MDFR's Plans Processors to discuss disapproval comments;
 - iii. Scheduling of Pre-submittal and Technical design meetings: The customer service representative will provide guidance and direction on how to schedule and pay for a Special Request Technical Meeting with multiple reviewers to discuss projects in greater detail;
 - iv. Submitting requests for Expedited Plans Reviews: The customer service representative will provide guidance and direction on how to schedule and pay for an after-hours expedited Special Request Plans Review;
 - v. Submitting requests for MDFR site inspections: The customer service representative will provide guidance and direction on how to request and schedule for onsite MDFR construction inspections;
 - vi. Submitting a request for a new construction meeting: The customer service representative will provide guidance and direction on how to schedule and pay for a Special Request Technical Meeting with MDFR Inspectors and supervisors to discuss projects in greater detail.
 - vii. Provide general clerical guidance and direction in the permitting and inspection process.
- b. **Times and Schedules:** Parties agree that the MDFR customer service assistant will start on an as needed basis. Requests for scheduling of the MDFR customer service assistant on site at the City of Doral's main office shall be provided to MDFR at least 7 days in

advance, and if less than that amount of notice is provided by Doral, MDFR will endeavor, but is not obligated, to provide an MDFR customer service representative on site. It is understood that based on the Parties' experience, the required amount of customer service support needed by Doral may increase such that the need for an MDFR customer service assistant on site at the City of Doral main office may evolve into a full-time schedule Mondays through Fridays from 07:00 am to 04:00 pm. The establishment of a full-time schedule shall require 30 days advance notice.

2. CONDUCT AND RESPONSIBILITIES:

- a. MDFR's Customer Service Representative will abide by appropriate policies and procedures as required by the Miami-Dade County Administrative Orders, MDFR's Policies and Procedures.
- b. MDFR's Customer Service Representative will remain under the chain of command and table of organization of the MDFR's Fire Prevention Division and report to the Fire Prevention Division's office.

3. FUNDING AND FINANCIAL OBLIGATIONS:

- a. Doral agrees to fund the actual salary, and associated fringe benefits for the MDFR personnel assigned pursuant to this agreement to work in the City of Doral facilities.
- b. The salary and fringe benefits will be billed at the employee's current pay rate as determined by the Miami-Dade County's pay scale for the position of a Fire Rescue ~~Plans~~ Processing Specialist 2.
- c. MDFR shall make every effort to assign personnel during regular hours to avoid overtime costs, and to assign rank and file personnel rather than higher-compensated command staff to maintain cost-effectiveness.
- d. If any overtime costs directly associated with MDFR's personnel assigned to Doral's facilities, Doral agrees to fund these costs by submitting prompt payment to Miami-Dade County upon presentation of invoices to Doral for such amounts.
- e. MDFR will invoice Doral every two weeks for the hours worked by the MDFR Customer Service Representative.

4. TERM AND TERMINATION

- a. This Agreement shall remain in effect for a term of ~~on (1)~~ five (5) years from the Effective Date unless terminated pursuant to the following notice provision. Either Party may terminate this Agreement by providing the other Party with a written notice at least thirty (30) days in advance of the date of termination.

5. DISPUTE RESOLUTION

- a. In the event of any dispute arising under this Agreement, the Parties agree to meet and work in good faith to resolve the matter. If unresolved, the dispute will be referred to the County Mayor or the County Mayor's designee for final resolution.

6. MISCELLANEOUS

- a. Entire Agreement: This document contains the full terms agreed upon by the Parties, superseding all prior discussions, agreements, or understandings, whether oral or written, relating to this Agreement.
- b. Amendments: Any modifications or amendments to this Agreement shall be made in writing and signed by authorized representatives of both Parties.
- c. Compliance: The Parties shall comply with all applicable laws, regulations, and ordinances in performing activities under this Agreement.
- d. Independent Contractor Status: The Parties shall operate independently, and this Agreement does not create an employer-employee relationship, joint venture, or partnership between them.
- e. Notices: Any required notices shall be sent via certified mail to the respective Party's designated address.
- f. Severability: If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS THEREOF, the authorized representative of each Party has executed this Agreement on the date stated below.

MIAMI-DADE COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

CITY OF DORAL

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____
County Attorney

By: _____
City of Doral Attorney

DRAFT

DRAFT