

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS
FOR CODE ENFORCEMENT SERVICES**

This is an Interlocal Agreement ("Agreement") between Alachua County, a charter county and political subdivision of the State of Florida (the "COUNTY") and the City of High Springs, a municipal corporation of Florida (the "CITY"), hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to provide services that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Section 162.13, Florida Statutes, states local governments may designate its own enforcement methods for violation of its ordinances; and

WHEREAS, the CITY currently has requested assistance from the COUNTY in conducting and enforcing fire prevention matters within the limits of the City of High Springs; and

WHEREAS, the COUNTY has through its Fire Marshal and Fire Prevention Division provides such services to other municipalities within the County it is has the resources available to assist the CITY; and

WHEREAS, the COUNTY agrees to provide fire prevention services for the CITY within the limits of the City of High Springs, pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the COUNTY's authority to enforce and provide code enforcement services within City's is dependent upon the delegation provided in this agreement; and

WHEREAS, the provision of such services will benefit the Parties and the public health, safety and welfare of Alachua County.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The above recitals are true and correct and incorporated in this Agreement.

Article 2. Term

2. This Agreement shall be effective upon the date this Agreement is fully executed by the last Party to sign and upon the filing of this Agreement in the Official Records of Alachua County, Florida ("effective date"). This Agreement will remain in effect for a period of 1 year from the effective date and will automatically renew, until and unless terminated by the Parties.

Article 3. Fire Prevention Services

3.1 Code Sections Subject to Enforcement. Pursuant to the terms and conditions set forth in this Agreement, the COUNTY agrees to provide fire prevention services within the municipal limits of the City of High Springs, Florida, according to the Life Safety Code adopted by the State of Florida subject to any additions or amendments adopted by the CITY.

3.2 Scope of Services. The scope of the COUNTY's authority is limited to any permitted work (new construction), state required inspections, (e.g. assisted living facilities, private schools, etc.) which are required at present or may be required during the term of this agreement, and any occupancy inspection where the requirements of the occupancy exceed the level of company inspections. Other than those set forth herein, the CITY will conduct occupancy inspections through the High Springs Fire Department using a company inspection program.

3.3 The CITY'S fire prevention activities will be overseen by a COUNTY Fire Marshall (for company inspections)

3.4 CITY fire personnel will be allowed to attend COUNTY fire prevention training on an as needed basis. (Company Inspection class, Codes and Standards, etc. These are classes that are offered to COUNTY staff so no payment will be required from the CITY.)

3.5 This agreement does not affect any other interlocal for services between the CITY and the COUNTY.

Article 4. Compensation

4.1 The CITY shall provide one license to their CitizenServe Program.

4.2 All work performed by the COUNTY will be billed by the COUNTY using the COUNTY's fee schedule.

Article 5. Termination

5.1 Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon ten (10) calendar days' written notice to the other Party. All service requests or inspections to be performed by the COUNTY within the limits of the CITY that are opened at the time of notice of termination, will be completed by the COUNTY. Upon notice of termination, the COUNTY is not obligated to respond to complaints received by the COUNTY before the notice of termination, but not yet opened will be not be completed; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

5.2 Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated by either Party in the same process as provided in paragraph 6.1 above. This Agreement is subject to the Alachua County Board of County Commissioners approving funding for the Agreement and the allocation of personnel and equipment to provide the code enforcement services described in this Agreement.

Article 6. Special Terms and Conditions

6.1 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY and the CITY.

6.2 Independent Contractor. The COUNTY, and all its employees, agree that they will be acting as independent contractor and will not be considered or deemed to be an employee or partner of the CITY. The CITY will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. All COUNTY employees shall be and remain COUNTY employees and are not considered employees of the CITY.

6.3 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. The COUNTY and the CITY are political subdivisions as defined in Florida Statutes, and both Parties agree to be fully responsible for the acts and omissions of their own officers and employees, respectfully, to the extent permitted by law.

6.4 Conflict of Interest. The CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CITY hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CITY conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.5 Right to Audit. The COUNTY reserves the right to require the CITY to submit to an audit, by any auditor of the COUNTY's choosing limited to the services provided under this agreement. The CITY shall provide access to all its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The PARTIES shall retain all records pertaining to this Agreement in accordance with the State of Florida Retention Schedule for State and Local Government Agencies. The CITY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.6 Public Records. Each Party acknowledges that they are a local government subject to Chapter 119, Florida Statutes and that each file and all papers pertaining to any activities performed for or in relation to this Agreement are public records available for inspection by any person, unless an exemption applies.

6.7 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, state of emergencies, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.8 E-Verify: The U.S. Department of Homeland Security's E-Verify system will be utilized in accordance with the terms governing use of the system and in accordance with the provisions

of F.S. sec. 448.095, as may be amended, to confirm the work authorization status of all new employees hired.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in a court of competent jurisdiction in and for Alachua County, Florida

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties.

7.5 The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the CITY:

High Springs City Mayor
23718 W US Hwy 27
High Springs, FL 32643

If to the COUNTY:

Alachua County Manager
12 SE 1st Street
Gainesville, Florida 32601

With a copy to:

Interim Fire Chief
18586 NW 238th Street
High Springs, FL 32643

Chief, ACFR
911 SE 5th Street
Gainesville, FL 32601

Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.


7.8 This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such

counterparts shall together constitute but one and the same instrument. Receipt via email with PDF attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery and will bind the Parties to the terms hereof.

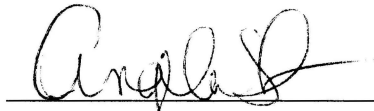
7.9 This Agreement is intended by the Parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chair and by the CITY through its City Commission signing by and through its Mayor.

CITY OF HIGH SPRINGS, FLORIDA


Katherine Weitz, Mayor
Date: 11/28/2023
APPROVED AS TO FORM

ATTEST:


Angela Stone, City Clerk
(SEAL)


City Attorney

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office