

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF HAWTHORNE
FOR FLOODPLAIN BUILDING PERMIT AND INSPECTION**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment"),
made

and entered into this 18 day of May 2023 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Hawthorne, a municipal corporation of the State of Florida, hereinafter referred to as "City." Collectively, the County and City are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Interlocal Agreement between Alachua County and the City of Hawthorne for Building Permit and Inspection Services* dated September 24, 2002; and

WHEREAS, the City has asked the County to provide additional inspection services, specifically site inspections of horizontal development conducted through the City's development process; and

WHEREAS, the County has the expertise in their Public Works Department to conduct the inspections and desires to conduct the Inspections for the City; and

WHEREAS, under Chapters 125, 163, 166, and 553, Florida Statutes, the Parties hereto have the common power and responsibility to adopt, administer, and enforce land development regulations, including floodplain management regulations, and to enforce the Florida Building Code within their jurisdictional limits; and

WHEREAS, the City desires and requests County to provide services necessary to administer and enforce the floodplain management regulations adopted by City within the corporate limits of City; and

WHEREAS, the COUNTY is willing and able to provide such services subject to the terms and conditions set forth herein; and

WHEREAS, under Chapter 163, Florida Statutes, the Parties are authorized to enter into Inter-Local agreements;

WHEREAS, the Parties wish to amend the agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

1. **PURPOSE.** Under Section 163.01, Florida Statutes, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby the County will provide specified services to administer and enforce the floodplain management regulations of City within the corporate limits of City.
2. **ADMINISTRATION AND ENFORCEMENT OF FLOODPLAIN MANAGEMENT REGULATIONS DEFINED.** The Parties agree that the administration and enforcement duties contemplated by this Agreement are those duties that are necessary and appropriate to enforce the floodplain management regulations of City, which are found in Chapter **Article Eight of the City's Land Development Regulations involving**, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the participation of City in the National Flood Insurance Program. Activities required to be performed only by the City under the National Flood Insurance Program are not included in this Agreement.

The Parties expressly agree that, unless explicitly identified in writing by City, no performance standards other than those which are generally applicable to similar enforcement activities by County elsewhere outside of the corporate limits of the City, is intended or should be inferred as a result of this Agreement. ***[Explanatory Note: this puts the burden on the municipality to identify, in writing, any provisions that vary from the county's, such as freeboard.]***

The Parties also expressly agree that County may elect to enforce the regulations of City using any of the methods established under Chapter Article VII Flood Hazard Areas of County Unified Land Development Code.

3. **REPRESENTATIVES OF THE PARTIES.** The Parties hereby designate the following as their duly authorized representatives responsible for the implementation of this Agreement, including the establishment of specific procedures and processes to facilitate the purpose and intent: ***[Explanatory Note: this allows the representatives to develop written procedures that identify which party will fulfill or perform specific functions and duties of the floodplain administrator and that may be modified from time to time by the representatives, without requiring formal amendment of the Agreement.]***

Alachua County

Mary C. Alford, Chair

12 SE 1st Street, 2nd Floor, Gainesville, FL 32601

City of Archer

Mayor Jacquelyn Randall

6875 SE 221st Street, Hawthorne, FL 32640

4. **DUTIES OF City.** City, acting through its designated representative, shall:

- a. Be responsible to the National Flood Insurance Program for administering and enforcing the floodplain management regulations of City.
- b. The City shall designate the County as the agency of government to issue building permits, conduct site and subdivision inspections of horizontal development, and collect the fees to cover the cost of plan review, inspections, and administration of said permits.
- c. Upon request by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency, attend meetings and participate in telephonic and electronic communications related to City's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.

- d. In coordination with County, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
- e. In coordination with County, support actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas that have sustained substantial damage. Such term is defined in the floodplain management regulations of City.

5. **DUTIES OF COUNTY.** County, acting through its designated representative, shall administer and enforce the floodplain management regulations of City throughout the term of this Agreement and shall:

- a. Maintain records identified in said regulations in a form and manner that allows the production of documents pertinent to City upon request by City, the Florida Division of Emergency Management's Office of Floodplain Management, or the Federal Emergency Management Agency.
- b. Upon request by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency, attend meetings and participate in telephonic and electronic communications related to City's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
- c. In coordination with City, undertake appropriate actions identified in writing by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
- d. In coordination with City, undertake actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas have sustained substantial damage. Such term is defined in the floodplain management regulations of City.
- e. In coordination with City, undertake actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas have sustained substantial damage. Such term is defined in the floodplain management regulations of City.
- f. It is expressly recognized that personnel performing services pursuant to this Agreement shall be deemed employees or contractors, governed by the County's policies, procedures, and agreements. For the conduct of the site and subdivision inspections of horizontal development the County may utilize contracted personnel procured in accordance with the County procurement code.

6. **MODIFICATION.** This Agreement may not be modified unless such modifications are in the form of a written amendment executed by both Parties.
7. **TERMINATION.** This Agreement shall remain in effect unless terminated by either party. This Agreement may be terminated by either party, without cause, and for any reason, upon Ninety (90) Days written notice provided to the other party.

The Parties further agree that:

- a. Upon termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the floodplain management regulations of City, with particular attention to the delivery by the COUNTY to City, of all records and data in its possession, regardless of the medium. Costs associated with the delivery of documents and data to City shall be borne by the party requesting termination.
8. **REIMBURSEMENT.** As compensation for County's services, County shall collect and retain all revenues derived from permit and inspection fees generated within City; such fees shall not exceed fees charged to County residents for similar services.
9. **LIABILITY.** The Parties, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party:
- a. City, as a subdivision of the State of Florida and under Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against County and agrees to be fully liable for any damages proximately caused by said acts or omissions.
 - b. COUNTY, as a subdivision of the State of Florida and under Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against City and agrees to be fully liable for any damages proximately caused by said acts or omissions.

Nothing herein is intended to serve as a waiver of sovereign immunity by City or by County, nothing herein shall be construed to create any indemnification by one party of another, and nothing herein shall be construed as consent by City or County to be sued by third parties in any matter arising out of this Agreement.

10. **CLAIMS.** County shall notify City in writing, within 30 days of its receipt or knowledge of any claims or pending claims arising out of the performance of the services rendered hereunder.
11. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability, or the occurrence of any event rendering any portion or provision of this Agreement void, shall not be deemed to affect the validity and enforceability of any other parts of the Agreement.
12. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors, and assigns, and any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party, without the prior written consent of the Parties; specifically, no duty or responsibility of the Parties shall be assigned or contracted to a third party, whether a public or private entity, unless the Parties first modify this Agreement to set forth the duties of said third party.

13. **APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Alachua County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.
14. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments that are not contained in this Agreement or the written procedures and processes developed by the representatives of the Parties.
15. **ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement between the Parties and that there are no promises or understands other than those stated herein.
16. **EXECUTION.** This Agreement shall be executed in triplicate, with each fully executed copy treated as an original.
17. **EFFECTIVE DATE.** This Agreement shall become effective upon filing fully executed copies with the Clerk of the Circuit Court of Alachua County, Florida. In addition, a copy of the executed Agreement shall be provided to the Florida Division of Emergency Management's Office of Floodplain Management.

A. **SECTION #2** of the Agreement, **Applicable Code Requirements**, is hereby amended by addition of the following:

For the conduct of site and subdivision inspections of horizontal development, the County shall utilize the site/subdivision plans approved by the City of Hawthorne Land Development Regulations.

B. This First Amendment shall take effect and become effective after execution by both Parties and a copy of this First Amendment is filed with the clerk of the circuit court in and for Alachua County, Florida.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement between the Parties shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____

Board of County Commissioners, Chair

Date: _____

ATTEST:

APPROVED AS TO FORM

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

Alachua County Attorney's Office

ATTEST:

City of Hawthorne

By: Lakesha H. McSnider

By: J. Randall

Print: Lakesha H. McSnider

Print: Jacquelyn Randall

Title: City Clerk

Title: Mayor

Date: 05-18-23

APPROVED AS TO FORM
