

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF HAWTHORNE
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 Hawthorne, a municipal corporation of Florida (the “CITY”), hereinafter collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (F.S.), the Florida Interlocal Cooperation Act of 1969, 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, pursuant to F.S. §162.13 and F.S. §162.22, local governments may designate their own methods for enforcement and obtaining compliance with local codes and ordinances; and

WHEREAS, the CITY lacks sufficient staff and resources to support its own code enforcement investigations and proceedings within the CITY’s limits; and

WHEREAS, the CITY has requested assistance from the COUNTY; and

WHEREAS, on January 9, 2024, the Board of County Commissioners of Alachua County (“Board”) considered the CITY’s request, and the Board supports assisting the CITY in the enforcement of its local codes; and

WHEREAS, the COUNTY agrees to provide certain code enforcement services for the CITY within the limits of the City of Hawthorne, pursuant to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the public health, safety and welfare of residents of the COUNTY and the CITY.

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 will be effective upon execution of this Agreement by the last Party to sign this Agreement (“effective date”) and shall remain in effect until this Agreement is terminated by either Party, as provided in paragraph 5 below.

Article 3. Code Enforcement Services

3.1 Code Sections to Enforce. Pursuant to the terms and conditions set forth in this Agreement, the COUNTY agrees to provide code enforcement services within the municipal limits of the City of Hawthorne, Florida, for certain stated code provisions (“Enforced Codes”). The City, by resolution or ordinance, will vest authority to the COUNTY to initiate enforcement proceedings of these Enforced Codes within the limits of the CITY. The CITY will identify the Enforced Codes to be enforced by the COUNTY, by either by reference to the certain sections of the Alachua County Code of Ordinance, or by adoption by the CITY of the same Alachua County Code sections in entirety, as may be amended. The Parties acknowledge that the CITY may have to amend parts of its existing Code of Ordinances to be uniform with those local codes to be enforced under this Agreement.

3.2 Scope of Services. The Parties agree that the COUNTY will provide the following code enforcement services to the CITY (“Services”): (a) the COUNTY will receive complaints made to the COUNTY’s Code Administration by either the City Manager or by CITY staff; (b) the COUNTY, pursuant to F.S. Chp. 162, will initiate enforcement proceedings for potential violation of an Enforced Code(s); and (c) the COUNTY will follow the enforcement procedure as set forth in Alachua County Code Chapter 24, as may be amended, which includes, but is not limited to, the processes for conducting investigations, providing notices, and conducting hearings before the Alachua County Code Enforcement Special Magistrate (“Special Magistrate”).

At the discretion and option of the COUNTY, an alleged violator of an Enforced Code may be cited by the COUNTY pursuant to Alachua County Code Chp. 24 Article II and the then existing penalties/fees adopted by the Board.

3.3 Personnel. The COUNTY agrees to provide all staff, equipment, and vehicles necessary to provide the Services. The COUNTY has the sole discretion to deploy, employ, discipline, and manage its Code Officers, Inspectors, and other County code compliance personnel to provide the Services. These COUNTY employees shall not be considered employees of the CITY. The CITY designates the Code Officers of Alachua County with the authority to perform and provide the Services within the CITY’s limits. The Parties agree the Services will be provided during the same business hours that the COUNTY provides code enforcement services in the unincorporated area of the County.

3.4 Special Magistrate. The Parties agree that the Special Magistrate, appointed by the Board, has jurisdiction and authority to hear cases and issue findings of facts and orders concerning

alleged violations of the Enforced Codes that occurred or are occurring within the CITY limits. The Special Magistrate has the authorities and powers provided in Alachua County Code Chp. 24 and F.S. Chp. 162. The Alachua County Attorney and his/her designees may present cases before the Special Magistrate.

3.5 Nuisance Abatement. The Parties agree that the COUNTY will not abate public nuisances for properties located in the CITY's limits. However, the parties acknowledge that the COUNTY will provide the code enforcement services needed to initiate a nuisance abatement case under the City's Code at Chapter 22, Article I.

3.6 Animal Ordinance. The CITY and the COUNTY previously entered into an Interlocal Agreement for Animal Control Services, and such Agreement remains unchanged by this Interlocal Agreement.

Article 4. Compensation

4.1 Costs. For each site inspection conducted by the COUNTY for an alleged code violation that occurred or is occurring in the limits of the CITY, in accordance with this Agreement, the CITY will pay the COUNTY the amount of \$70/per site inspection conducted. Payment will be made by the CITY within 45 days following an itemized invoice from the COUNTY. The CITY and COUNTY agree to monitor and evaluate regularly the costs incurred under this Agreement.

4.2 Fines and Liens. Following the time when a Code Officer requests or otherwise schedules a hearing before the Special Magistrate on a case or an alleged violation, the COUNTY will seek to recover the administration costs, including but not limited to the cost for site inspections, postage and recording, from the respective respondent(s). If the Special Magistrate orders respondent(s) to pay costs and/or a fine for non-compliance, the CITY and the COUNTY agree that fine and costs is due and payable to Alachua County Board of County Commissioners. An order imposing a fine, penalties, and/or costs may be recorded by the COUNTY in the public records and thereafter, shall constitute a lien in favor of Alachua County against the land on which the violation exists and upon any other real or personal property owned by the violator, in accordance with Florida law. The CITY waives any interests under or to such fine/lien.

Article 5. Termination

5.1 Termination. This Agreement may be terminated by either Party for any reason, with or without cause, upon providing the other Party with written notice at least 30 calendar days in advance. The date of termination of this Agreement will be 30 days from the date of the notice of termination, or on the termination date stated therein. If any Services or cases concerning property located within the CITY's limits are pending at the time that a notice of termination is received, the COUNTY will cease providing the Services and the COUNTY will close the pending cases, unless otherwise agreed by the City Manager and County Manager.

5.2 Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support the Services, this Agreement will be terminated by either Party in the same process as provided in paragraph 5.1 above. This Agreement is subject to the allocation of personnel, vehicle, and equipment to provide the Services.

Article 6. Special Terms and Conditions

- 6.1** This Agreement may not be assigned by either Party.
- 6.2** This Agreement may not be amended, released, discharged, or rescinded, except by a written instrument duly executed by each of the Parties.
- 6.3** 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, employees, and agents, respectfully, to the extent permitted by law.
- 6.4** The Parties will exercise every reasonable effort to meet their respective obligations and to provide timely Services under this Agreement, but the Parties 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, fires, hurricanes, strikes, national disasters, wars, riots, pandemics, 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.
- 6.5** 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 and each Party agrees to be responsible for its own attorneys' fees and costs.
- 6.6** 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.
- 6.7** 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. 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.
- 6.8** 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:

Hawthorne City Manager
6875 SE 221st Street
Hawthorne, FL 32640

If to the COUNTY:

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

cc: Alachua County Code Administration
12 SE 1st Street
Gainesville, Florida 32601

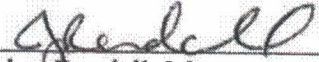
Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

6.9 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.

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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.

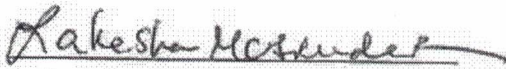
CITY OF HAWTHORNE, FLORIDA


By: 
Jacquelyn Randall, Mayor

Date: 05-28-24

ATTEST:

APPROVED AS TO FORM


Lakesha McGruder, 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