

INTERLOCAL AGREEMENT FOR JOINT CODE ENFORCEMENT PROCEEDINGS
BY AND BETWEEN
THE VILLAGE OF TEQUESTA AND THE TOWN OF JUPITER INLET COLONY

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2021 by and between the Village of Tequesta, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as the “Village” and the Town of Jupiter Inlet Colony, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as the “Town”.

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Chapter 162, Part I, *Florida Statutes*, the “Local Government Code Enforcement Act,” sets forth a supplemental procedure for local governments to enforce its codes and ordinances; and

WHEREAS, the Village, on a regular basis which is currently bi-monthly beginning with January 2021, conducts code enforcement Special Magistrate hearings in accordance with the provisions of Chapter 162, *Florida Statutes*; and

WHEREAS, the Town typically has a very limited number of code enforcement cases or matters that require a hearing before a Special Magistrate thereby greatly increasing the cost to the Town for conducting such hearings; and

WHEREAS, the Village and the Town desire to enter into this Interlocal Agreement for the purpose of allowing the Town to utilize the Special Magistrate retained by the Village at the time and place of the Village’s regular code enforcement hearings.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. **RECITALS:** The above recitals are true and correct and incorporated herein by reference.
2. **SERVICES TO BE PROVIDED:** Village agrees that Town may utilize the services of the Special Magistrate retained by the Village to conduct code

enforcement hearings in accordance with Chapter 162, Florida Statutes. Town shall be responsible for providing its own code enforcement officer(s), clerical services and legal counsel, if any, for any such proceedings. Town shall be responsible for the preparation of Notice(s) of Violation, Notice(s) of Hearing, Orders, service of process and all clerical or other requirements necessary to prosecute code enforcement matters in accordance with Chapter 162, *Florida Statutes*. In the event Town desires to schedule a matter for hearing, Town shall notify the Village no less than ten (10) days prior to a hearing date of any cases it would like to present at a code enforcement hearing. All hearings for the Town shall be scheduled on the date and time of the Village's regular code enforcement hearings. Nothing contained in this Agreement shall preclude Town from seeking to enforce code matters by utilization of its own Special Magistrate or by pursuing other legal remedies as may be provided by law.

3. COMPENSATION: Town shall compensate Village at the rate of \$45.00 per case heard by the Special Magistrate. In the event a particular case or hearing exceeds 15 minutes in length, Town shall compensate Village an additional amount of \$45.00 for each additional fifteen (15) minute period. Village shall invoice the Town following each meeting at which the Town presents a matter to the Special Magistrate.
4. NO TRANSFER: This Interlocal Agreement shall not be assigned or transferred by either party.
5. GOVERNMENTAL POWERS: Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, *Florida Statutes*. The Village's and the Town's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of

such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

6. GOVERNING LAW: This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce this Interlocal Agreement will be held in Palm Beach County, Florida.
7. DEFAULT; REMEDIES: Should either party to this Interlocal Agreement fail to comply with any of the terms and conditions set forth herein, such failure shall constitute a default. An opportunity to cure such a default within thirty (30) days (unless both parties agree that a longer period of time is necessary under the circumstances) shall be allowed by the non-defaulting party. Failure to cure within said period of time by the defaulting party shall constitute a material breach and the non-defaulting party may terminate this Interlocal Agreement immediately with written notice to the other party.
8. TERMINATION: Either party may terminate this Agreement for convenience by providing no less than thirty (30) days written notice of intent to terminate.
9. JOINT PREPARATION: The preparation of this Interlocal Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint be construed more severely against one (1) of the parties than the other.
10. SEVERABILITY: Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken herefrom and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof
11. NO WAIVER DUE TO DELAY: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

12. PUBLIC RECORDS: Both the Village and the Town shall comply with all requirements of Chapter 119, *Florida Statutes*, with regard to this Interlocal Agreement and any supporting or ancillary public records related thereto.
13. ENTIRE UNDERSTANDING: This Interlocal Agreement constitutes the entire understanding of the parties and may not be modified, nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.
14. FILING WITH CLERK OF COURT: This Interlocal Agreement shall be signed in triplicate by both parties and filed for record by the Town, with the Clerk of the Circuit Court of Palm Beach County, Florida pursuant to Section 163.01, *Florida Statutes*.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 2021.

ATTEST:

VILLAGE OF TEQUESTA

LORI McWILLIAMS, MMC
VILLAGE CLERK

ABIGAIL BRENNAN, MAYOR

(VILLAGE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

KEITH W. DAVIS, VILLAGE ATTORNEY

DATE: _____

ATTEST:

TOWN OF JUPITER INLET COLONY

JUDE M. GOUDREAU, TOWN CLERK

DANIEL J. COMERFORD, III, MAYOR

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

WILLIAM P. DONEY, TOWN ATTORNEY

DATE: _____