

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE AND THE CITY OF ATLANTIC BEACH
FOR TEMPORARY BUILDING INSPECTIONS**

This Interlocal Agreement is entered into this _____ day of _____, 2011 (hereinafter referred to as the "Effective Date"), between the City of Atlantic Beach, Florida ("Atlantic Beach"), a municipality located in Duval County, Florida. And the City of Jacksonville, Florida ("Jacksonville"), a municipality located in Duval County, Florida (collectively referred to herein as the "Parties").

WHEREAS, section 163.01, Florida Statutes, authorizes the joint exercise by Interlocal agreement by two or more public agencies of any power common to them; and

WHEREAS, Part XII of Chapter 468, Florida Statutes, requires all local governments in Florida to have licensed building inspectors responsible for building construction regulation and who are certified by the Florida Building Code Administrators and Inspectors as qualified to perform such responsibilities ; and

WHEREAS, pursuant to section 125.56, Chapter 553 and Chapter 633, Florida Statutes, the City and the County are empowered and directed to enforce the Florida Building Code; and

WHEREAS, pursuant to sections 125.56 and 553.80, Florida Statutes, Atlantic Beach and Jacksonville have the authority to provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcing the Florida Building Code; and

WHEREAS, Atlantic Beach has only one (1) employee who is licensed to inspect commercial building, electrical, plumbing, and mechanical inspection services under the Florida Building Code (hereinafter referred to as the "Services") for Atlantic Beach; and

WHEREAS, problems can exist if that one (1) licensed employee is on medical or personal leave or is otherwise unavailable when such Services are needed for Atlantic Beach; and

WHEREAS, only during those times when that one (1) licensed employee is unavailable, Atlantic Beach wants Jacksonville to provide, on a temporary basis, when requested, such Services for Atlantic Beach; and

WHEREAS, Jacksonville agrees to provide such Services on a temporary basis only during those times when that one (1) licensed employee is unavailable, as provided in this Interlocal Agreement and contingent upon availability of Jacksonville's employees to perform such Services; and

WHEREAS, THE Services described and contemplated herein are not among those governmental services contemplated by the 1982 Interlocal Agreement, as amended, which governmental services Jacksonville provides countywide; now therefore

IN CONSIDERATION of the above, and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, Atlantic Beach and Jacksonville do mutually agree, as follows:

SECTION 1. RECITALS. The above stated recitals are accurate, true and correct and, by this reference, are made a part hereof and are incorporated herein.

SECTION 2. PURPOSE. It is recognized and acknowledged by the Parties that the purpose of this Interlocal Agreement is to ratify, acknowledge and grant to Jacksonville the ability, when requested by Atlantic Beach Building Department, to regulate plumbing, electrical and mechanical installations and ensure compliance with the Florida Building Code. Such regulation and administration of the Florida Building Code shall be in the manner authorized by state law. Such requests will be made, by Atlantic Beach, and the Services will be performed by Jacksonville, only when Atlantic Beach's one (1) employee, who is licensed to provide such Services for Atlantic Beach, is on medical or personal leave or is otherwise unavailable when

such Services are needed for Atlantic Beach; *provided however* Jacksonville's obligation to perform such Services is contingent upon availability of a Jacksonville employee to provide such Services.

SECTION 3. DUTIES OF JACKSONVILLE. Jacksonville shall have and perform the following duties, obligations, and responsibilities within the municipal limits of the Atlantic Beach when specifically requested by the Atlantic Beach Building Official when Atlantic Beach's one (1) employee who is licensed to provide such Services for Atlantic Beach is unavailable :

(A) Provide regulatory commercial building inspection services for permitted construction activity related to building construction, erection, repair, addition, remodeling, demolition, or alteration projects that are subject to the Florida Building Code related to building, plumbing, electrical and mechanical work when requested by the Atlantic Beach Building Official.

(B) Provide all permit holders a record as prescribed by Atlantic Beach of the inspection results.

SECTION 4. DUTIES OF ATLANTIC BEACH. Atlantic Beach shall cooperate with Jacksonville in the regulation of construction related inspection activities and the temporary Services provided by Jacksonville when Atlantic Beach's one (1) employee who is licensed to provide such Services for Atlantic Beach is unavailable.

SECTION 5. PERMIT AND INSPECTION FEES. As compensation for the provisions of Services described herein, Atlantic Beach shall pay Jacksonville fifty dollars (\$50.00) for each inspection or reinspection.

SECTION 6. TERM AND TERMINATION OF INTERLOCAL AGREEMENT.

(A) This Interlocal Agreement shall commence on the Effective Date and shall continue, in full force and effect, for a period of five (5) years from said Effective Date; and at the end of such five (5) year period, it shall terminate.

(B) This Interlocal Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

SECTION 7. LIMITED LIABILITY Neither Atlantic Beach nor Jacksonville, nor any agent, officer, official, or employee of Jacksonville or Atlantic Beach shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other party hereto and its agents, officers, officials, or employees. The terms of this Section 7 shall survive termination or expiration of the Interlocal Agreement, for events occurring during the term of this Agreement.

SECTION 8. SEVERABILITY. In the event that any provision of this Interlocal Agreement is declared illegal or invalid by a court of competent jurisdiction, such declaration shall not affect the remainder of this Interlocal Agreement.

SECTION 9. ENTIRE AGREEMENT. This Interlocal Agreement reflects the full and complete understanding of the parties and may be modified or amended only in a writing executed by all parties.

SECTION 10. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the date hereof, or (B) the date the last party hereto executes this Interlocal Agreement and the filing requirements of Section 6 hereof are satisfied.

SECTION 11. RECORDING. Atlantic Beach shall record this Interlocal Agreement in the Official Records of Duval County, and shall advise Jacksonville of such filing.

SECTION 12. NO THIRD PARTY BENEFICIARIES. This Agreement shall be binding upon and inure solely to the benefit of each party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 13. SECTION HEADINGS. Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the City of Jacksonville and the City of Atlantic Beach, by and through their respective authorized representatives, have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By _____
Neill W. McArthur, Jr.
Corporation Secretary

By _____
John Peyton
Mayor

Form Approved:

Office of General Counsel

ATTEST:

CITY OF ATLANTIC BEACH

By _____
Signature

Type/Print Name

Title

By _____
Signature

Type/Print Name

Title

[End of signature page. Notary Jurats follow immediately.]

STATE OF FLORIDA)

)ss.

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Alvin Brown and Neill W. McArthur, Jr., the Mayor and Corporation Secretary respectively, of the City of Jacksonville, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

- are personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

_____ (Sign)

_____ (Print)

NOTARY PUBLIC

My Commission expires: _____
(NOTARIAL SEAL)

STATE OF FLORIDA)

)ss.

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Mayor and _____ respectively, of the City of Atlantic Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

- are personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

_____ (Sign)

_____ (Print)

NOTARY PUBLIC

My Commission expires: _____
(NOTARIAL SEAL)