

**INTERLOCAL AGREEMENT BETWEEN CITY OF HIGH SPRINGS
AND CITY OF ALACHUA FOR BUILDING INSPECTION SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2015, by and between the CITY OF HIGH SPRINGS, a Florida municipality (hereinafter "HIGH SPRINGS"), whose address is 110 NW 1st Ave., High Springs, Florida, 32643, and the CITY OF ALACHUA, a Florida municipality (hereinafter "ALACHUA"), whose address is 15100 NW 142nd Terrace, Alachua, Florida 32615. High Springs and Alachua may be jointly referred to herein as "Parties."

R E C I T A L S

WHEREAS, pursuant to Section 553.79, Florida Statutes, municipalities are required to conduct building inspections to ensure compliance with the Florida Building Code;

WHEREAS, HIGH SPRINGS has a department which handles building permitting and inspections;

WHEREAS, ALACHUA has a department which handles building permitting and inspection;

WHEREAS, Section 163.01, Florida Statutes, authorizes interlocal agreement to ensure the most efficient use of power;

WHEREAS, HIGHSPRINGS and ALACHUA wish to handle building permits and inspections in an economic and efficient manner; and

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Party acknowledges, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, form a material part of this Agreement and are incorporated into the Agreement.

SECTION 2. PURPOSE. The purpose of this Interlocal Agreement is to coordinate certain matters relative to the provision of services by the Parties to their respective citizens and to allow the two municipalities to utilize the services of the other when necessary for building inspections in order to provide these services in an economic and efficient manner.

SECTION 3. RESPONSIBILITIES. The responsibilities of the Parties are:

a. HIGH SPRINGS will provide building inspection services for ALACHUA on an as needed basis in the event an employee of ALACHUA is unable to perform the same due to illness, vacation, or is otherwise unavailable. The obligation of HIGH SPRINGS is contingent upon availability of a HIGH SPRINGS employee to provide such services.

b. ALACHUA will provide building inspection services for HIGH SPRINGS on an as needed basis in the event an employee of HIGH SPRINGS is unable to perform the same due to illness, vacation, or otherwise unavailable. The obligation of ALACHUA is contingent upon availability of an ALACHUA employee to provide such services.

c. Each Party agrees that any such regulation and administration of the Florida Building Code shall be in the manner required by state statute. The services shall include regulatory 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, and provide all permit holders a record of the inspection results required by statute.

SECTION 4. FEES AND PAYMENT. Neither party shall invoice the other Party. The Parties mutually agree to assist the other municipality.

SECTION 5. TERM, TERMINATION AND LENGTH OF AGREEMENT. The term of this Agreement is for one (1) year, commencing on the date of full execution of this Agreement by the Parties. Further, this Agreement shall be automatically renewed annually unless either Party notifies the other, in writing, with thirty (30) days written notice of its non-renewal.

The Parties agree that this Interlocal Agreement may be terminated by either Party without cause after providing thirty (30) days written notice.

SECTION 6. INTERPRETATION. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SECTION 7. NOTICES. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified U.S. mail, return receipt requested, addressed to the Party for whom it is intended at the place specified below. The place for giving of notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this paragraph. For the present, the Parties have designated the following as the respective place for giving of notice:

For HIGH SPRINGS:

High Springs City Manager
110 NW 1st Ave.
High Springs, Florida 32643

For ALACHUA:

City of Alachua City Manager
P.O. Box 9
Alachua, Florida 32616

SECTION 8. EFFECTIVE DATE. The effective date of this Agreement shall be the date upon which the last Party executes this Agreement.

SECTION 9. SEVERABILITY. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

SECTION 10. LIABILITY. Nothing is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this Agreement or any other contract. All Parties are municipal corporations or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, or any amended or successor statute, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law.

SECTION 11. LIMITATIONS OF AGREEMENT. It is not the intent of this Agreement to change the jurisdiction of the Parties in any manner except as specifically provided. All other policies, rules, regulations and ordinances of the Parties will continue to apply within the jurisdictional boundaries of each Party.

SECTION 12. EMPLOYEE STATUS. Persons employed by their Party in the performance and functions pursuant to this Agreement shall not be deemed to be employees of the other Party nor shall they have any claim to pension, workers' compensation, civil service or other employee rights or privileges granted by the other Party to its officers and employees.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements. Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment.

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

City of High Springs:



Ed Booth, City Manager

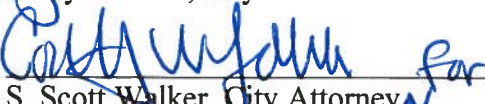


Sue Weller, Mayor

Attest:



Jenny Parham, City Clerk



S. Scott Walker, City Attorney

City of Alachua:

Traci L. Cain, City Manager

Gib Coerper, Mayor

Attest:

Alan Henderson, City Clerk

Marian B. Rush, City Attorney