

**INTERLOCAL AGREEMENT
BETWEEN
POLK COUNTY
AND
VILLAGE OF HIGHLAND PARK**

TO CONTINUE AN EXISTING AGREEMENT BETWEEN POLK COUNTY AND THE VILLAGE OF HIGHLAND PARK PERTAINING TO THE ENFORCEMENT AND ADMINISTRATION OF BUILDING, PLUMBING, ELECTRICAL, AND VARIOUS CONSTRUCTION CODES WITHIN THE JURISDICTIONAL LIMITS OF THE VILLAGE OF HIGHLAND PARK.

THIS AGREEMENT made and entered into by and between POLK COUNTY, a political subdivision of the State of Florida ("COUNTY"), and the VILLAGE OF HIGHLAND PARK, a Florida municipal corporation ("CITY").

WITNESSETH:

WHEREAS, the COUNTY and CITY desire to protect and promote the public health, safety, and general welfare through joint exercise of powers granted under the provisions of the various building codes, constructions standards and the administration of same as set forth in the Florida Building Code, local ordinances and the "Florida interlocal Cooperation Act of 1969"; and

WHEREAS, for approximately 47+ years the COUNTY through Agreement with the CITY, has performed building inspections and issued building permits pursuant to the above-referenced legal authority; and

WHEREAS, both the COUNTY and the CITY are desirous of continuing the aforesaid Agreement in substantially the same way the parties have been operating for the past 47+ years; and

WHEREAS, both the COUNTY and the CITY each possess the power, privilege, and authority to exercise separately the method of enforcing and administering the aforesaid State Statutes, Florida Building Codes, and local ordinances; and

WHEREAS, the CITY presently has a population of approximately 260 people within its municipal boundaries; and

WHEREAS, that because of the size, limited resources, infrequent and relatively few pending or requests for building inspections and/or issuance of building permits within the municipal boundaries of the CITY, it would be inequitable, non-expeditious, ineffective, and expensive to unilaterally enforce and administer the above-referenced laws; and

WHEREAS, the most efficient use of the CITY'S powers in this realm will be realized by enabling it to cooperate with COUNTY on a basis of mutual advantage and thereby to provide services in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, it would be most practicable, equitable, expeditious, effective, and inexpensive for the COUNTY to conduct inspections and issue permits in the administration and enforcement of state and local building and construction codes, Florida Building Code and local ordinances within the framework of the COUNTY'S enforcement and administrative systems which are already in place and in the same manner in which the COUNTY has been operating for the past 47+ years; and

WHEREAS, pursuant to Chapter 163, Part I, Florida Statutes, the parties hereby formalize their Interlocal Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and' valuable consideration, the parties agree as follows:

1. Finding of Fact and Public Purpose. Each of the 'WHEREAS' clauses, as set forth above, are hereby adopted as findings of fact and public purpose for this Agreement and are made a part hereof.
2. Purpose of Agreement. This interlocal Agreement is to permit the COUNTY to enforce and administer provisions of the various Florida Statutes, Florida Building Code, and Village of Highland Park Building and Construction Codes within the municipal boundaries of the CITY.
3. General Operational Procedures. Other than specified herein, the enforcement and administration of the above-referenced codes, issuance, and revocation of permits pursuant thereto, and all other administration of same, including but not limited to appeals, shall be performed by the COUNTY within the existing enforcement and administrative systems employed by the COUNTY for the same kind of services within the unincorporated COUNTY area.
4. Issuance of Permits. No permit shall be issued, nor permit application accepted, by the COUNTY, pursuant to this Agreement, unless the CITY shall first furnish the COUNTY and applicant for such permit a written authorization for the permit to be issued. The authorization shall contain a complete legal description of the property, the type of structure, occupancy group classification, the specific use, and the name of the individual to whom the permit is to be issued. The CITY by the issuance of the authorization certifies that the provisions of its Comprehensive Plan and

Land Use Regulations have been complied with in addition to the permitting procedures, inspection requirements, and related policies of the COUNTY.

5. Cooperation. To facilitate performance under this Agreement, the COUNTY shall have full cooperation and assistance from the CITY, its officers, agents, and employees. The Director of the Building Division of the COUNTY and the City Manager of the CITY are hereby respectively designated as the responsible officials for coordinating the efforts and actions of the parties to facilitate cooperation and ensure compliance with the intent of this Agreement.
6. Administration of Agreement. The COUNTY is designated as the party to administer this Agreement by and through the Building Division.
7. Cost Computation. The CITY hereby agrees that the COUNTY shall issue all permits and conduct all inspections for the CITY at the same rates and fees as adopted and applied by the COUNTY in the unincorporated areas of Polk County for the issuance of like permits and/or conduct of like inspections. These fees and charges shall be deemed to be full and complete compensation for the inspections of services and issuance of permits by the COUNTY for the CITY. This provision constitutes the entire agreement for compensation and no further cost compensation, appropriations, records, or billings are deemed necessary or desirable.
8. No Employee Status. Persons employed by the COUNTY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service or other employee rights or compensation granted by the CITY to its officers, and/or employees. Nor shall any such COUNTY employee be deemed an employee of the CITY for any purpose whatsoever.
9. Indemnity. To the extent allowed by law, each party agrees to defend, indemnify, and save harmless the other, their boards and commissions, officials, officers, employees, and agents, from and against all actions, causes, claims, demands, judgments, payments, recoveries, and suits of any kind, arising out of or occurring as a result of any act or omission of the other party's officers, employees, or agents in connection with this Agreement. Nothing herein shall be deemed a waiver, express or implied, of any parties' sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Nothing herein shall be construed as consent by any party to be sued by third parties in any matter arising out

of any contract. All the respective privileges and immunities from liability, exemptions from laws, ordinances, and rules, as held by each party, respectively, shall be unaffected by this Agreement. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

10. Term of Agreement. This Agreement shall remain in full force and effect until terminated by either party. Either party may terminate this Agreement, with or without cause, upon 90 days written notice made to the other, signed by the Mayor (of the CITY) or Chairman of the Board of County Commissioners (of the COUNTY).
11. Mailing Address. All written notices under this Agreement shall be directed to the following addresses:

**VILLAGE OF HIGHLAND PARK
Attn: City Manager
1650 Highland Park Drive North
Lake Wales, Florida 33898**

**POLK COUNTY
Chairman of the Board of County Commissioners
Post Office Box 9005-Drawer BC01
Bartow, Florida 33831-9005**

12. Effective Date. The term of this Agreement shall be effective on the date of execution by the last party.
13. Waiver. Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of both parties. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default unless it specifically states in the written consent.
14. Modification. This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement.
15. Governing Law and Venue. This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought

in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.


16. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
17. Integration. Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.
18. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
19. Headings. The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

IN WITNESS WHEREOF, the lawful representatives of the parties have executed this Agreement on the day and year indicated above.

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

VILLAGE OF HIGHLAND PARK


By: _____
Chairman

By:  _____
Mayor

Date: _____

Date: 9-15-23 _____

Attest:
Stacy M. Butterfield, Clerk

Attest:  _____
Maggie Taylor, City Clerk

Date: _____

Date: 9/15/23 _____