

INTERLOCAL AGREEMENT FOR CODE COMPLIANCE SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") for Code Compliance Services is hereby made and entered into on the _____ day of _____, 2023, between the **City of Greenacres**, a Florida municipal corporation ("GREENACRES"), and the **City of Atlantis**, a Florida municipal corporation ("ATLANTIS").

WITNESSETH THAT:

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes 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 thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, ATLANTIS has a need for code compliance services; and

WHEREAS, GREENACRES, possesses code compliance service resources; and

WHEREAS, GREENACRES is willing and able to assist ATLANTIS by providing ATLANTIS with code compliance services that serve its needs; and

WHEREAS, both GREENACRES and ATLANTIS are authorized pursuant to Part I of Chapter 163, Florida Statutes, including Section 163.01, Florida Statutes, to enter into this Agreement for the provision of code compliance services; and

WHEREAS, both GREENACRES and ATLANTIS desire to enter into this Agreement for code compliance services; and

WHEREAS, both GREENACRES and ATLANTIS have determined that this Agreement serves a valid public purpose.

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

1. The above recitals are true and correct and are incorporated into this Agreement.
2. The term of this Agreement is for Seven (7) years beginning on the date this Agreement is executed by both parties. This Agreement may be extended by mutual agreement of the parties' respective managers. This Agreement may be terminated by either party at any time by providing Sixty (60) days advance written notice to the other party.
3. GREENACRES' personnel shall provide the services set forth in the Scope of Services, attached hereto and incorporated herein at Exhibit "A".

4. In exchange for the services provided under this Agreement, ATLANTIS shall pay GREENACRES the annual sum of Twenty Six Thousand Dollars (\$26,000.00) in equal monthly installments. The parties acknowledge and agree that said amount is intended to cover the entire cost incurred by GREENACRES to hire and pay necessary personnel, including but not limited to salary, applicable taxes, transportation, and benefits (if any).
5. The annual sum shall be adjusted annually by a three percent (3%) increase beginning October 1, 2024.
6. Any overtime incurred by GREENACRES personnel in the performance of the services under this Agreement shall be at the rate of \$37.50 per hour which shall likewise be adjusted annually by a three percent (3%) increase beginning October 1, 2024. Overtime must be approved by ATLANTIS in advance.
7. ATLANTIS shall pay for and provide access to a cellular phone capable of taking photographs, a laptop computer, ordinary office supplies, ordinary office equipment, and a temporary workspace for use by GREENACRES' personnel in the performance of services under this Agreement.
8. GREENACRES shall provide all transportation and vehicle needs for GREENACRES personnel in the performance of the services under this Agreement.
9. ATLANTIS shall be responsible for selecting a code enforcement special magistrate and paying all costs associated with the special magistrate's services. All special magistrate hearings shall be held at ATLANTIS facilities.
10. All notices as may be required by this Agreement shall be delivered in person or be sent by certified mail or nationally recognized overnight courier to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For GREENACRES:	For ATLANTIS:
City of Greenacres 5800 Melaleuca Lane Greenacres, Florida 33463 Attention: City Manager	City of Atlantis 260 Orange Tree Drive Atlantis, Florida 33462 Attention: City Manager

11. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid, or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.
12. This Agreement represents the entire agreement between GREENACRES and ATLANTIS and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both parties.

13. After being properly executed by both parties this Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.
14. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in its drafting.
15. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida. Each party in any dispute shall be responsible for its own attorney's fees and costs, including such fees and costs associated with any appeal.
16. This Agreement is binding upon the parties hereto and their respective heirs, successors, and assigns.
17. Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose. Written notice of a non-appropriation event shall be immediately provided to the other party.
18. Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.
19. Each Party recognizes the other Party's right to sovereign immunity under Florida law. Each Party shall be responsible for its own negligence under this Agreement. However, nothing in this Agreement shall be construed as either Party's waiver of its right to sovereign immunity nor as consent to be sued. Each Party shall maintain adequate insurance or be self-insured for their performance of this Agreement.
20. Each Party shall abide by all applicable laws and regulations in the performance of this Agreement, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes.
21. The parties agree that GREENACRES will receive access to ATLANTIS' server, network, and related facilities. The parties agree that such access may include GREENACRES personnel being provided access to information that ATLANTIS treats as confidential information. For purposes of this Agreement, "Confidential Information" means any data or information that is confidential or proprietary to ATLANTIS and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by GREENACRES or by its employees, whenever and however disclosed by ATLANTIS. GREENACRES agrees that all Confidential Information disclosed by ATLANTIS shall be used only as is reasonably required to accomplish GREENACRES' performance under this Agreement and GREENACRES agrees to treat and protect the secret nature of the Confidential Information with a reasonable degree of care. GREENACRES further agrees to restrict its use and dissemination of the Confidential Information within its own organization on a "need to know" basis. To the extent permitted by law, GREENACRES agrees that Confidential Information shall not be disclosed without the prior written consent of ATLANTIS. Should GREENACRES be faced with a legal action or demand for such Confidential Information by a third party, GREENACRES shall immediately notify ATLANTIS and allow ATLANTIS the opportunity to contest the disclosure prior to GREENACRES' release of any Confidential Information. All Confidential Information disclosed by ATLANTIS to GREENACRES shall remain the

property of ATLANTIS and said Confidential Information shall not be copied nor reproduced without the express written approval of ATLANTIS, except for such copies as may be reasonably required for GREENACRES' internal evaluation purposes by those persons with the requisite "need to know". Upon written notice, all Confidential Information shall be returned to ATLANTIS within thirty (30) calendar days after the expiration or earlier termination of this Agreement or such earlier date as may be prescribed by ATLANTIS. In the event of any loss or unauthorized disclosure of Confidential Information, GREENACRES shall immediately notify ATLANTIS of such loss or unauthorized use. Nothing in this Agreement shall be deemed to directly nor by implication grant a license nor convey any rights to GREENACRES under any trade secrets, trademarks, or Confidential Information disclosed by ATLANTIS.

22. This Agreement is subject to the Palm Beach County Inspector General's authority.
23. GREENACRES and ATLANTIS are and shall be, in the performance of all services and activities under this Agreement, independent contractors and not employees, agents or servants of the other Party. All GREENACRES employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to GREENACRES' sole direction, supervision, and control. All ATLANTIS employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to ATLANTIS' sole direction, supervision, and control. Each party shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties' relationship and the relationship of its employees to the other party shall be that of an independent contractor and not as employees or agents of the other. The parties do not have the power or authority to bind each other in any promise, agreement, or representation without the prior written consent of the other party. This section shall not be construed to prevent GREENACRES' personnel from resolving code violations in a manner consistent with ATLANTIS code enforcement policies and procedures, as further specified in Exhibit A.
24. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.
25. The obligations, rights, and remedies of the parties hereunder shall survive the termination or expiration of this Agreement.
26. This Agreement shall be effective and binding upon the parties hereto once the Agreement has been signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement for Code Compliance Services on the day and date first above written.

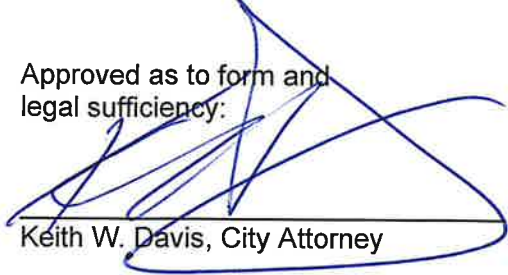
CITY OF ATLANTIS, FLORIDA

By: 
Allan Kaulbach, Mayor

ATTEST:


Kristen Puhalainen, City Clerk

Approved as to form and
legal sufficiency:


Keith W. Davis, City Attorney



CITY OF GREENACRES, FLORIDA

By: _____
Joel Flores, Mayor

ATTEST:

Approved as to form and
legal sufficiency:

Quintella Moorer, City Clerk

Glen J. Torcivia, City Attorney