

INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES
BY AND BETWEEN
THE TOWN OF HIGHLAND BEACH AND THE TOWN OF MANALAPAN

THIS INTERLOCAL AGREEMENT is entered into and effective this ____ day of September, 2025 (the "Effective Date") by and between the Town of Highland Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, (hereinafter referred to as "Highland Beach"), and the Town of Manalapan, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, (hereinafter referred to as "Manalapan").

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 their codes and ordinances; and

WHEREAS, Highland Beach employs full-time code enforcement staff experienced with handling all facets of code enforcement, including creating and prosecuting cases and performing administrative support services in accordance with the provisions of Chapter 162, *Florida Statutes*; and

WHEREAS, Manalapan typically has a limited number of code enforcement cases both on a monthly and an annual basis, and does not employ regular code enforcement staff, but is in need of such services from time to time; and

WHEREAS, Highland Beach and Manalapan desire to enter into this Interlocal Agreement to facilitate Highland Beach providing code enforcement services to Manalapan on an as-needed basis in exchange for compensation as more particularly described herein.

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: Highland Beach shall provide Manalapan with code enforcement services, which shall, in the normal course, include the services of a Code Enforcement Officer for two (2) half-days per week. Code Enforcement Officer availability can be increased or reduced on an as-needed basis from time to time with the verbal concurrence of the Highland Beach Manager and the Manalapan Manager. The Highland Beach Code Enforcement Officer shall be responsible for the preparation of Notice(s) of Violation, Notice(s) of Hearing, service of process and all clerical or other requirements necessary to prosecute code enforcement matters for Manalapan in accordance with Chapter 162, *Florida Statutes*. Manalapan shall provide any legal assistance required by the Code Enforcement Officer relating to the preparation, prosecution, or appeal of the code enforcement cases. Highland Beach shall provide a monthly report to Manalapan setting forth the status of all code enforcement matters addressed by Highland Beach during the preceding month. Such report shall provide information regarding new cases opened with Courtesy Notices (if any) issued, and / or Notice(s) of Violation issued, compliance status of all pending cases, and cases scheduled for hearing / Notices of Hearing issued. All hearings for Manalapan shall be scheduled on the date and time of Manalapan's regular code enforcement hearings; provided that Highland Beach shall not schedule any matters for hearing without providing prior notice to the Manalapan Town Manager.
3. TERM: This Interlocal Agreement shall commence on the Effective Date and shall have an initial term that expires on September 30, 2026. This Interlocal Agreement shall automatically renew for subsequent one (1) year terms beginning October 1, 2026, and continuing annually until terminated pursuant to paragraph 10 below.
4. COMPENSATION: Manalapan shall compensate Highland Beach at the rate of Sixty Dollars (\$60.00) per hour, inclusive of all costs for Code Enforcement Officer wages and benefits, as well as vehicle wear and tear, fuel, insurance, and all other cost associated with Highland Beach providing the services specified in paragraph 2 above. Highland Beach shall be responsible for payment of all payroll taxes and employee benefits, including workers' compensation and liability insurance, for the Code Enforcement Officer assigned to perform services pursuant to this Agreement. The Sixty Dollars (\$60.00) per hour rate shall remain in effect until at least October 1, 2026. Thereafter, if this Interlocal Agreement remains in effect, Highland Beach and Manalapan may re-negotiate the rate of compensation.

5. INDEMNIFICATION: Subject to the limitations of Section 768.28, *Florida Statutes*, Manalapan shall hold harmless and indemnify Highland Beach against any and all claims for damages of every kind and nature including but not limited to claims for damages of every kind and nature including but limited to claims for property damage, personal injury or death, arising out the code enforcement services provided pursuant to this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*, by either Highland Beach or Manalapan.

6. NO TRANSFER: This Interlocal Agreement shall not be assigned or transferred by either Highland Beach or Manalapan.

7. 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*. Both Highland Beach and Manalapan 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.

8. 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.

9. 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.

10. TERMINATION: Either party may terminate this Interlocal Agreement for convenience by providing no less than thirty (30) days written notice to the other party of intent to terminate.

11. JOINT PREPARATION: The preparation of this Interlocal Agreement has been a joint effort of Highland Beach and Manalapan, and the resulting document shall not be construed more severely against one (1) of the parties as compared to the other.

12. SEVERABILITY: Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, such provision(s) shall be deemed stricken here from 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 hereof.

13. 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.

14. PUBLIC RECORDS: Both Highland Beach and Manalapan 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.

15. 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 with the same formality as the original Interlocal Agreement.

16. 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*.

[Remainder of page intentionally blank – signatures on next page]

IN WITNESS WHEREOF, Highland Beach and Manalapan have hereto set their hands and seals this ____ day of September, 2025

ATTEST:

TOWN OF HIGHLAND BEACH

LANELDA GASKINS
TOWN CLERK

NATASHA MOORE, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

LEONARD G. RUBIN
TOWN ATTORNEY

ATTEST:

TOWN OF MANALAPAN

ERIKA PETERSEN
TOWN CLERK

JOHN DEESE, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KEITH W. DAVIS
TOWN ATTORNEY

