

## **INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HIGHLAND BEACH AND THE TOWN OF GULF STREAM FOR BUILDING DEPARTMENT SERVICES**

THIS AGREEMENT for Florida Building Code and other land development plan review and inspection services ("Agreement") Is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWN OF HIGHLAND BEACH, FLORIDA, a Florida municipal corporation located at 3614 South Ocean Blvd., Highland Beach, FL 33487, ("Highland Beach"), and the TOWN OF GULF STREAM, FLORIDA, a Florida municipal corporation located at 100 Sea Road, Gulf Stream, FL 33483 ("Gulf Stream") (collectively, the "Parties").

### **W I T N E S S E T H:**

WHEREAS, pursuant to Section 163.01, Florida Statutes, Highland Beach and Gulf Stream have the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, Gulf Stream wants to contract with Highland Beach to provide building department and related services, as further set forth herein; and

WHEREAS, Highland Beach agrees to provide said building department and related services in accordance with the terms of this Agreement; and

WHEREAS, the health, safety, and welfare of the residents of both Highland Beach and Gulf Stream will best be served by Highland Beach performing plan review and inspections for projects located within Gulf Stream's Town limits; and

WHEREAS, this Agreement evidences the intentions of the respective Parties to cooperate with each other in the furtherance of the public's interest.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, Highland Beach and Gulf Stream hereby agree as follows:

### **Section 1. Definitions**

Building Official: When used herein, the term "Building Official" shall mean the Chief Building Official for Highland Beach.

Code: When used herein, the term "Code" shall mean the Florida Building Code as amended, in addition to all applicable codes that require plan review and inspection.

Department: When used herein, the term “Department” shall mean the Highland Beach Building Department.

Fee(s): When used herein, the term “Fee” or “Fees” shall mean the fee(s) charged as a condition for plan review of Florida Building Code permits and/or the inspection fee charged for inspection of work; both made a part hereof.

Inspector: When used herein, the term “inspector” shall mean any Building Inspector in the employ of or hired by Highland Beach to perform inspection services for the Department.

Permit(s): When used herein, the term “permit” or “permits” shall mean permit(s) issued by Highland Beach for any construction work.

Permittee: When used herein, the term “permittee” shall mean any individual, corporation or other business entity applying for and/or holding a valid permit.

Structures: When used herein, the term “structures” shall mean any and all above-ground, in-ground, and/or underground structures, and any and all construction, mechanical, electrical and/or plumbing work for which a permit must be obtained.

Zoning Code: The Zoning Code and Land Development Regulations of the Town of Gulf Stream.

## Section 2. Building Department Plan Review and Inspection Services

- A. The purpose of this Agreement is to provide Gulf Stream with the expertise and assistance of the Department for the inspection and permitting of certain construction projects within Gulf Stream for compliance with the Code. The City of Highland Beach, by and through the Department, shall serve to provide all building construction related services, in their entirety, except for the review of Gulf Stream’s zoning code, which shall continue to be the responsibility of Gulf Stream.
- B. The method by which this purpose will be accomplished is as follows:
  - 1. Gulf Stream shall adopt an ordinance which vests the responsibility for reviewing plans for compliance with the Code, issuing permits, and performing inspections within Gulf Stream in the Department.
  - 2. Applications for approval will be submitted and processed as follows:
    - a. Plans for Construction shall be submitted to Gulf Stream via the Gulf Stream online Building Department Portal by the applicant, and upon

payment of all applicable Zoning Code fees, shall be reviewed by Gulf Stream for compliance with Gulf Stream's Zoning Code. The applicant will be required to submit any Zoning Code payment to Gulf Stream, and ensure that the construction plans comply with the Zoning Code and are approved by Gulf Stream before the permits will be released to Highland Beach, through the online Building Department Portal, for review by the Department. NPDES inspections and paperwork needed to compile yearly reports will be provided to Gulf Stream at the end of the year for state reporting purposes.

- b. The Department shall review and process all plans submitted in the manner above, checking the same for compliance with the Code, and determine the subsidiary permits necessary and the amount of Fees. For processing and the inspection service, Highland Beach shall receive one hundred percent (100%) of the permit Fee, which shall be in accordance with building department Fees charged under the Town of Highland Beach Schedule of Fees. ~~Fees charged to Gulf Stream properties shall be the same as those charged to Highland Beach properties, and~~ **All permits shall be processed a timely manner pursuant to Section 553.72 and Section 553.792, Florida Statutes.** ~~on a first-come, first-serve basis, with permits from neither municipality receiving priority over the other.~~ After reviewing and processing said construction plans, Highland Beach shall indicate approval in Gulf Stream's online Building Department Portal, which will notify Gulf Stream and the Permittee regarding the approval status of the construction plans.
- c. Applications for all permits shall be submitted to Highland Beach on Highland Beach approved forms using Gulf Stream's online Building Department Portal, as approved by the Department. Highland Beach shall process and prepare all permits within Gulf Stream, once the permit application has received Gulf Stream approval consistent with those requirements set forth herein. Any authorized individual may request the Department to inspect a project on a given time and date. The permit inspection card and construction plans shall be on the construction site at all times, and the inspector, upon the completion of

his inspection, will mark the card either as to acceptance and the date thereof, or will note reason for rejection and the date thereof.

- d. Upon satisfactory completion of the project and final inspection, the Building Official will prepare the Certificate of Occupancy and will forward said Certificate of Occupancy to Gulf Stream, which will release the Certificate of Occupancy to the permittee, or authorized agent thereof, upon confirming compliance with the Zoning Code. A copy of the Certificate of Occupancy will be provided to Highland Beach. Highland Beach shall not issue any Certificate(s) of Occupancy directly to any Permittee.
3. Gulf Stream shall be solely responsible for the enforcement of violations of the provisions of said Code by persons, firms, or corporations engaged in construction within Gulf Stream.
4. Gulf Stream shall assume responsibility for the administration of all consumer inquiries. The Building Official will assist Gulf Stream to answer inquiries that require input from the Department.
5. The Building Official shall have the right to refuse to perform any inspection within Gulf Stream should they deem it in the best interest of Highland Beach.
6. Subject to the limitations of 768.28 *Florida Statutes*, Gulf Stream 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 property damage, personal injury or death, arising out of the plan review and inspection process. Nothing contained in this provision 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 Gulf Stream.
7. Gulf Stream shall annually supply Highland Beach with a Certificate of Insurance from Gulf Stream's insurance carrier evidencing all the necessary insurance coverage for Highland Beach and employees of the Department.

### Section 3. Duration and Notice

This Agreement shall be a continuing nature unless cancelled by either party for any reason and without penalty, on no less than ninety (90) days written notice. Any Fees paid to Highland Beach where inspection services are not completed shall be prorated in accordance with the percentage of inspection completed and any excess shall be refunded to Gulf Stream.

Notice shall be considered sufficient when sent by certified mail or hand delivered to the other party during regular business hours at the following addresses:

Gulf Stream	Highland Beach
Town of Gulf Stream c/o Town Manager 100 Sea Road Gulf Stream, FL 33483	Town of Highland Beach c/o Town Manager 3614 South Ocean Blvd Highland Beach, FL 33487

Section 4.     Miscellaneous

- A. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.
- B. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
- C. Neither party shall assign or transfer any rights or interest in this Agreement without the written consent of the other party.
- D. This six (6) page Agreement constitutes the entire agreement between the Parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both Parties and attached hereto as an addendum to this Agreement.
- E. Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such determination will not affect the validity or enforceability of any other section or part herein.
- F. This Agreement shall not be valid until signed by the Mayor and the Town Clerk of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on the date set forth above.

**TOWN OF HIGHLAND BEACH**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

**TOWN OF GULF STREAM**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney