

TOWN OF LOXAHATCHEE GROVES, FLORIDA
AND
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“Agreement”) dated as of this ____ day of _____, 2024, is entered into by and between the Town of Loxahatchee Groves, a municipal corporation (“Town”) and the Loxahatchee Groves Water Control District (“District”), a dependent district of the Town.

WITNESSETH:

WHEREAS, the Town and the District are public bodies authorized to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Chapter 2018-175 was a special act of the Legislature which dissolved the Loxahatchee Groves Water Control District as an independent special district and made it a dependent district of the Town (“2018 Special Act”); and

WHEREAS, the parties agreed to make the District a dependent district, in great part, to eliminate duplicate services, to provide more efficient use of public funds, and to more efficiently administer services to its residents; and

WHEREAS, most of the property comprising the District is included in the jurisdictional boundaries of the Town; and

WHEREAS, as set forth in Chapter 46 “Special Districts,” Article I, Division 1, the District has the power to require maintenance, repairs, or replacements of any swale, drainage ditch, culvert, or canal connecting to any of the works of the District where lack of maintenance or other condition adversely impacts the District, its operations, or any of its works or a drainage work was constructed without a permit or is not properly permitted; and

WHEREAS, when the responsible owner fails to perform the maintenance, repairs, or replacement, the District has the power to perform the necessary work on these various drainage works and assess the responsible owner of the property for the District’s costs of the abatement; and

WHEREAS, Ch. 46, Article I, Division 1 also provides property owners the option of participating in the voluntary culvert assessment program wherein property owners may seek financial assistance from the district for the repair or replacement of culverts located on private property; and

WHEREAS, the Town and the District agree that it is to the advantage of each to work together in the enforcement of these nuisance abatements, in the administration of the voluntary culvert assessment program, and in the assessment and collection of the nuisance abatement

special assessments and the voluntary program assessments; and

WHEREAS, the Town has staff that is skilled and knowledgeable in code enforcement and has the code enforcement procedures in place and a special magistrate to hear such violations; and

WHEREAS, the Town also has the necessary staff to administer the voluntary culvert assessment program; and

WHEREAS, the Town also has the necessary staff and procedures in place for the assessment and collection of nuisance abatement special assessments and the voluntary program assessments through the uniform method; and

WHEREAS, the District finds that the use of the Town's code enforcement staff and special magistrate for the abatement of drainage works nuisances and the use of Town staff and procedures for the administration of the voluntary program and the assessment and collection of special assessments are in both parties' best interests and serve a public purpose; and

WHEREAS, the sitting Town Council members of the Town also serve as the Board of Supervisors to the District; and

WHEREAS, the Town, by and through its Town Administration, will provide for the provision of certain goods and services to the District in order to fulfill the requirements and obligations imposed upon the District Board of Supervisors pursuant to Chapter 46's drainage works nuisance abatement; and

WHEREAS, notwithstanding the use of certain Town staff and procedures, the District will continue to retain ultimate supervision and control of the District and its powers and responsibilities established in Chapter 46 of the Town's Code of Ordinances; and

WHEREAS, section 163.01, Florida Statutes, as amended ("Florida Interlocal Cooperation Act of 1969" or "Act"), permits the Town and the District, as public agencies under the Act, to enter into interlocal agreements with each other to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with the needs of the governmental units; and

WHEREAS, the parties have the legal authority to enter into this Interlocal Agreement.

NOW, THEREFORE, THE TOWN AND THE DISTRICT AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

Section 2. Purpose; term. This Interlocal Agreement is to provide for the duties and responsibilities of the Town and the District wherein the Town will provide the District with (1) code enforcement services, including the use of the Town's special magistrate; (2) the administration of the voluntary culvert assessment program; and (3) the assessment and collection of drainage works nuisance abatement special assessments and voluntary program assessments

through the uniform method. The term of this Agreement shall be continuing in nature unless terminated as set forth below.

Section 3. *Code enforcement and special magistrate services.* The Town shall provide the following services to the District:

1. Code enforcement inspection (and reinspection for compliance) services for violations of Chapter 46 of the Town's Code of Ordinances.
2. Drafting and service of notices of violation, notices of hearing, and any other required notices in accordance with Chapter 46 requirements.
3. Scheduling, holding, and staffing special magistrate hearings.
4. Assistance in the presentation of cases to special magistrate.
5. Drafting and service of special magistrate orders.
6. Handling property owner inquiries, etc.
7. Procuring, contracting with, and arranging for Town contractor to abate violations.

Such services shall be performed in accordance with Chapter 46 requirements. Notwithstanding any Town ordinance, policy, or procedure, the code enforcement services provided hereunder shall be considered supplemental to and outside of Chapter 162, Part I, Florida Statutes.

Section 4. *Administration of Voluntary Culvert Assessment Program ("Program").* The Town shall provide the following services to the District:

1. Providing, accepting, and reviewing applications for participation in the Program.
2. Performing Assessment Coordinator duties including but not limited to the following:
 - a. Determining whether applications for financing under the Program meet the criteria for approval set forth in Section 46-4 of the Town's Code of Ordinances.
 - b. Draft and serve written notices of denial or approval to applicants.
3. Procuring qualified contractors to perform improvements to culverts (property owners will contract with a qualified contractor).
4. Drafting and providing financing agreements in accordance with Section 46-4(d).
5. Disbursing funds to the selected contractors.
6. Retaining percentage of the culvert assessment for administrative expenses.
7. Performing any other service or procedure required by the Program.

Section 5. *Special assessment levy and collection.* The Town shall provide the following services to the District:

1. Drafting and service of invoices for nuisance abatement costs.
2. Processing payments from property owners for nuisance abatement invoices.
3. Levying and collecting nuisance abatement special assessments (for culverts and other drainage works) and voluntary program assessments through the uniform method process established in Section 197.3632, Florida Statutes and as set forth in Chapter 42 and subsection 46-4(b) of the Town's Code of Ordinances. These services also include the Town's authority to enter into agreements with the Palm Beach County Property Appraiser and Palm Beach County Tax Collector for the reimbursement of necessary administrative

costs incurred by these offices in the collection of the assessments through the uniform method process.

4. Transferring of payments received to the District.
5. Performing any other service or procedure required under the applicable statutes, ordinances, and/or other law, rule, or regulation.

Section 6. *Reimbursement for services provided.* The Town shall compensate its employees, including benefits, for work performed under this Agreement. The District shall reimburse the Town for such expenses and for all other administrative and other costs, including professional fees, incurred by the Town for the provision of services hereunder.

Section 7. *Reduction in services; termination.* The parties acknowledge that the District may reduce the scope of services to be provided by the Town as set forth above, in the District's sole discretion, at any time during the term of this Agreement upon thirty (30) days' prior written notice, without penalty to the Town. Upon a reduction in services, the cost of services shall be reduced accordingly and the appropriate adjustment shall be made as part of the next and subsequent payments or as otherwise agreed to by the parties in writing. In addition, either party may terminate this Agreement, with or without cause, upon sixty (60) days' prior written notice to the other party.

Section 8. *Reservation of powers and duties.* Notwithstanding any provisions to the contrary, the District hereby specifically reserves unto itself ultimate supervision and control of the District and all of its powers and responsibilities established in Chapter 46 of the Town's Code of Ordinances. The District Administrator, who also serves as the Town Manager, shall coordinate, manage, and supervise the duties and responsibilities hereunder.

Section 9. *Sovereign immunity; liability; insurance; no third-party beneficiaries.* The parties agree that nothing contained in this Agreement shall be construed or interpreted as consent by either party to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations provided for in Section 768.28, Florida Statutes, as amended from time to time. Each party agrees to be responsible for the negligent or wrongful act or omission of their respective employees while acting within the scope of their employment and performing under this Agreement, subject to the limitations of Section 768.28, Florida Statutes. The parties will work together in good faith to determine whether the Town and/or District will require additional insurance to cover the services provided hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the District.

Section 10. *Miscellaneous provisions.* The parties agree to the following miscellaneous provisions:

1. The personnel assigned by the Town shall be under the immediate command of a designated supervisor of the Town, who shall be under the direct supervision and command of the District.
2. In the event that either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or in writing.

3. Whenever an employee is performing pursuant to this Agreement, the employee shall abide by and be subject to the rules and regulations, personnel policies, and standard operating procedures of his or her own employer. If any such rule, regulation, policy or procedure is contradicted, contravened or otherwise in conflict with direction from the District, then such rule, regulation, policy or procedure shall control and shall supersede the direction.
4. Whenever there is cause to believe that a complaint has arisen as a result of services provided pursuant to this Agreement, the District shall be responsible for the documentation and investigation of said complaint. If it is determined the accused is an employee of the Town, the documentation gathered shall be forwarded to the Town Manager.
5. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
6. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law. This Agreement may only be amended by a written amendment signed by both parties.
7. This Agreement shall supersede any other agreement between the Town and the District relating to the delegation of certain District or Town powers to the extent that the terms and provisions of any other such agreement conflict with the terms and provisions of this Agreement.
8. No assignment, delegation, transfer, or novation of this Agreement or part hereof shall be made, unless approved by both parties.
9. Any notices or other documents permitted or required to be delivered pursuant to this Agreement shall be delivered to the District, at the office of the Chair of the Board of Supervisors, and to the Town, at the office of the Town Manager.
10. In the event the Town Council amends Chapter 46 "Special Districts" of the Code of Ordinances, this Agreement shall be deemed automatically amended as necessary to conform to the Town's ordinances.
11. A copy of this Agreement shall be filed by the Town with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
12. This Agreement constitutes the entire agreement between the parties and shall not be valid until fully executed below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified above.

ATTEST:

**LOXAHATCHEE GROVES WATER
CONTROL DISTRICT**

District Clerk

By: _____
Anita Kane, Chairperson

Approved as to form and legal sufficiency:

Office of the District Attorney

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney