



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: July 11, 2019

Meeting Date: July 18, 2019

Name: David Kraus

Department: Code Enforcement

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Agreement to allow the County Code Enforcement Department to provide enforcement services to the Town of Fort White

2. Recommended Motion/Action:

Motion to Approve Interlocal Agreement with Fort White for Code Enforcement Services.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA, AND
THE TOWN OF FORT WHITE, FLORIDA, FOR CODE ENFORCEMENT**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of July 2019, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein the “County”), and **THE TOWN OF FORT WHITE, FLORIDA**, a Florida municipality, whose mailing address is 118 SW Wilson Springs Road, Fort White, Florida 32038 (herein the “Town”).

WHEREAS, the Town desires to have enforcement of its codes and ordinances within the municipal limits of the Town of Fort White, and requires the assistance of appointed code inspectors to investigate complaints, issue citations, and present matters on behalf of the Town to the appropriate enforcement board or magistrate;

WHEREAS, enforcement of the Town’s codes and ordinances is a legitimate and important public purpose of the proper governance of the Town and its citizens;

WHEREAS, it is not feasible for the Town to budget for and hire full time code inspectors to meet this public purpose;

WHEREAS, the County employs full-time code inspectors who enforce the County’s codes and ordinances throughout the unincorporated areas of Columbia County;

WHEREAS, the Town desires to employ the County’s code inspectors to fill the same role for the Town, on an as-needed basis;

WHEREAS, the County employs a special magistrate for code enforcement who hears the County’s cases to determine whether a violation of a County code or ordinance has occurred, order correction or abatement of the action, and otherwise impose fines and other sanctions upon violators;

WHEREAS, the Town, in lieu of continuing its code enforcement board, desires to employ the County’s special magistrate for code enforcement to hear the Town’s cases and enter appropriate orders in cases where a violation is proven;

WHEREAS, the Town, through its Town Council, approved this Agreement during a duly noticed public meeting on _____, 2019 and the County, through its Board of County Commissioners, approved this Agreement during a duly noticed public meeting on _____, 2019; and

WHEREAS, the County is amenable to providing the Town access to these County resources for the Town’s purposes, and such agreements for cooperation among public agencies such as the parties hereto are expressly authorized by Florida Statutes section 163.01 et seq, the Florida Interlocal Cooperation Act of 1969.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein

contained, and on the terms and conditions set forth, the parties agree as follows:

1. **RECITALS INCORPORATED.** The recitals above are true and correct and are incorporated herein by reference.
2. **TOWN APPOINTMENT OF CODE INSPECTORS.** Pursuant to this Agreement and the County's consent given hereunder, the County's code inspector or inspectors may be appointed from time to time as code inspector or inspectors for the Town of Fort White. Such appointment shall be by resolution adopted by the Town Council for the Town of Fort White. The parties acknowledge and agree that only the Town of Fort White may so appoint inspectors.
3. **CODE INSPECTOR DUTIES.**
 - a. Code inspectors appointed by the Town of Fort White shall familiarize themselves with and enforce the codes and ordinances of the Town within the municipal boundaries of the Town. All investigations, citations, and prosecution of complaints shall be completed in conformity with the County's standard practices.
 - b. In keeping with County practice, code inspectors are not expected to and will not "patrol" the Town for violations. Code inspectors will investigate and pursue only those complaints received by the code inspectors.
4. **COMPENSATION OF CODE INSPECTORS.** The Town shall pay no separate consideration to the County's code inspectors appointed pursuant to this Agreement, however, the Town shall reimburse the County for the code inspector's time spent on any case on behalf of the Town as provided in the fee schedule attached hereto and made a part hereof. The parties agree that the Town's cost incurred under this part is a reasonable cost incurred by the Town and may be imposed as a charge against a violator which may be included in a lien resulting from an unresolved violation.
5. **TOWN APPOINTMENT OF MAGISTRATE.** Pursuant to this Agreement and the County's consent given hereunder, the County's special magistrate for code enforcement may be appointed from time to time in the same capacity for the Town of Fort White. Such appointment shall be by resolution adopted by the Town Council for the Town of Fort White. The parties acknowledge and agree that only the Town of Fort White may so appoint the County's magistrate.
6. **COMPENSATION OF MAGISTRATE.** The Town shall pay no separate consideration to the County's magistrate pursuant to this Agreement, however, the Town shall reimburse the County for the magistrate's time spent on any case on behalf of the Town as provided in the fee schedule attached hereto and made a part hereof. The parties agree that the Town's cost incurred under this part is a reasonable cost incurred by the Town and may be imposed as a charge against a violator which may be included in a lien resulting from an unresolved violation.
7. **OTHER COSTS.** The Town shall reimburse the County for the County's actual costs incurred in the investigation or prosecution of any code enforcement complaint. Examples

of actual costs include but are not limited to postage and certified mailing charges or abatement costs in the case of emergency abatements. The parties agree that the County shall not incur any abatement costs for matters for which the Town may be liable without first consulting with the Town's mayor and obtaining the mayor's authorization to proceed with abatement.

- 8. LIEN TO RUN IN FAVOR OF THE TOWN.** Any lien resulting from any code enforcement activity within the municipal limits of the Town shall be in the Town's favor and not the County's. The Town shall pay fees and costs as provided in this Agreement regardless of the payment status of the violator. The code inspector shall provide direct and continuing assistance to the Town Clerk or any other member of the Town's staff in the recording, correction, or perfection of liens arising through code enforcement.

9. TERM

This agreement shall become effective upon the recording of this agreement in the Public Records of Columbia County and shall continue in full force and effect until terminated as provided herein.

10. TERMINATION

Any party to this agreement may terminate this agreement after giving 180 days prior written notice to the other party.

11. AMENDMENT

Any party that desires to amend this interlocal agreement must notify the other party in writing indicating the type of amendment desired and stating reasons for same. This agreement may be amended only by mutual written agreement of the parties.

12. INDEMNIFICATION

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

13. NOTIFICATION

Except as provided herein, any notice, acceptance, request, or approval from any party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Manager, Ben Scott
ben_scott@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

City: Town Clerk, Katye Hughes
town@fortwhitefl.com
118 SW Wilson Springs Road
Ft. White, Florida 32038

14. THIRD PARTY BENEFICIARIES

This agreement does not create any relationship with, or any rights in favor of, any third party.

15. ASSIGNMENT OF INTEREST

No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.

16. SEVERABILITY

If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

17. PREVIOUS AGREEMENTS INCORPORATED

This Agreement shall, upon being recorded, control as to conflicting provisions of any prior or other agreements between the parties.

18. RECORDING OF AGREEMENT, EFFECTIVE DATE

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN COUNCIL FOR THE
TOWN OF FORT WHITE, FLORIDA

THE BOARD OF COUNTY
COMMISSIONERS FOR
COLUMBIA COUNTY, FLORIDA

Ronnie Frazier, Mayor

Ron Williams, Chair

Attest:

Attest:

Katye Hughes, Town Clerk

P. DeWitt Cason, Clerk of Courts

Approved as to Form:

Approved as to Form:

Fred Koberlein, Town Attorney

Joel Foreman, County Attorney

FEE SCHEDULE

Code Inspector (per case)	Issuance of Notice of Magistrate Hearing	\$50.00
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