

# GULF STREAM ORIGINAL CONTRACT



## INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE TOWN OF GULF STREAM

THIS AGREEMENT entered into on this 30<sup>th</sup> day of September, 2009 by and between the CITY OF DELRAY BEACH, FLORIDA, a Florida municipal corporation, hereinafter referred to as "the CITY" and the TOWN OF GULF STREAM, FLORIDA, a Florida municipal corporation, hereinafter referred to as "the TOWN".

### WITNESSETH:

WHEREAS, the health, safety and welfare of the residents of both TOWN and CITY will best be served by the CITY inspecting certain structures lying within the TOWN'S 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, it is hereby agreed by and between the parties hereto as follows:

#### Section 1. Definitions:

Code: When used herein, the term "Code" shall mean the Florida Building Code as amended.

Department: When used herein, the term "Department" shall mean the City of Delray Beach Community Improvement Department.

Building Official: Where used herein, the term "Building Official" shall mean the Chief Building Official for the City of Delray Beach.

Fee(s): When used herein, the term "fee" or "fees" shall mean the fee(s) charged as a condition for plan review, building, electrical, or plumbing permit 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 the CITY.

Permit: When used herein, the term "permit" shall mean permit issued by the CITY 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.

FILE NUM 20130064384 OR BOOK PAGE 257850534 DATE: 02/11/2013 10:22:33 Pgs 0534 - 537. (4pgs)  
Sharon R. Book, CLERK & COMPTROLLER

Return to: City of Delray Beach, City Clerk's Office, 100 NW 1st Avenue, Delray Beach, FL 33444

**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.

**Section 2.** The CITY and TOWN, in consideration of the mutual promises and benefits hereinafter set forth, receipt of which is hereby acknowledged, do hereby agree as follows:

A. The purpose of this Agreement is to provide the TOWN with the expertise and assistance of the CITY'S Department for the inspection and permitting of certain construction projects within the TOWN'S limits for compliance with the Florida Building Code.

B. The method by which this purpose will be accomplished is as follows:

1. The TOWN shall adopt an ordinance which: 11-13-09
  - a. incorporates by reference the provisions of the Code as presently in force and effect in the CITY; FLORIDA BLDG CODE
  - b. vests the responsibility for reviewing plans for compliance with the Code, issuing permits, and inspecting structures with the TOWN in the CITY'S Department; and
  - c. upon adoption by the CITY of any amendments to said Code, the TOWN shall immediately, upon notice by the CITY amend its ordinance to accurately reflect such changes.
2.
  - a. Plans for construction shall be submitted to the TOWN in triplicate by the applicant and shall be reviewed by TOWN for compliance with TOWN'S Zoning Code and other non-construction compliance. The three (3) plans shall be stamped and submitted to CITY by contractor or owner with the attendant permit applicant and fees.
  - b. The Department shall review and process all plans, submitted in triplicate, 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, CITY shall receive one hundred percent (100%) of the permit fee. Said fees shall be collected by CITY. After reviewing and processing said construction plans, CITY shall forward one set of said plans to the contractor/owner with the permit and another set to the TOWN with a copy of the permit. CITY shall not forward any plans to TOWN without the attendant permit.

3. Applications for all permits shall be submitted to CITY on CITY approved forms. The CITY shall process and prepare all permits for construction within the TOWN. Any authorized individual may request the Department to inspect a project on a given time and date. The permit inspection card and 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. 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 TOWN which will issue the Certificate of Occupancy to the permittee, or authorized agent thereof, with a copy to the CITY.

4. The TOWN shall be solely responsible for the enforcement of violations of the provisions of said Code by persons, firms or corporations engaged in construction within the TOWN.

ALL  
QUESTIONS  
MUST  
GO TO GS

5. The TOWN shall assume responsibility for the administration of all consumer inquires. The TOWN shall forward to the Building Official only those inquires concerning the plan review and inspection process, set forth above, and all others shall be the responsibility of the TOWN.

6. The Building Official shall have the right to refuse to inspect any structure within TOWN should he/she deem it in the best interest of CITY. All such determinations not to inspect a structure shall be made in writing to TOWN.

7. Subject to the limitations of Florida Statute 768.28, the TOWN shall hold harmless and indemnify CITY 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.

8. The TOWN shall annually supply CITY with a Certificate of Insurance from the TOWN'S insurance carrier evidencing all the necessary insurance coverage for CITY and the Building Official or any authorized agent of the Department reviewing plans for construction within the Town and/or making inspections within the TOWN. Said insurance certificates and coverage shall be satisfactory to the CITY'S Risk Manager. The CITY is not obligated to undertake any action under this Agreement until the CITY'S Risk Manager has approved said insurance certificate and coverage. The approval by the CITY'S Risk Manager shall not be unreasonable withheld.

# Memorandum

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**To:** Lula Butler, Director of Community Improvement  
**CC:** Terrili Pyburn, Assistant City Attorney  
Milena Walinski, Assistant Finance Director  
File  
**From:** Kimberly Wynn, Executive Assistant/Agenda Coordinator *KW*  
**Date:** 10/2/2009  
**Re:** Interlocal Agreement/Town of Gulf Stream/Building Permit and Inspection Services

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For your record and disbursement, attached please find one (1) fully executed original Interlocal Agreement with the Town of Gulf Stream to provide Building Permit and Inspection services. The agreement was approved at the August 18, 2009 Regular Commission Meeting; Item 8.Q.

An original agreement will be maintained in the Clerk's office for its file and a copy sent to Finance and the City Attorney's Office.

Please call me at 243-7059 if you have any questions.

Thank you.

KW/kw

Attachments

# MEMORANDUM

**FROM:** Terrill Pyburn, Assistant City Attorney  
**TO:** ~~From:~~ Kimberly Wynn, Executive Assistant/Agenda Coordinator <sup>KW</sup>  
**Date:** ~~8/29/2009~~ 9/30/09  
**Re:** Interlocal Agreement/Town of Gulf Stream/Building Permit and  
Inspection Services

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Attached please find two (2) original Interlocal Agreements with the Town of Gulf Stream to provide Building Permit and Inspection services. The item was approved at the August 18, 2009 Regular Commission Meeting; Item 8.Q.

*Please approve for legal sufficiency and return to the Clerk's department for further processing.*

Call me at 243-7059 if you have any questions.

Thank you.

KW/kw

Attachment

RECEIVED  
SEP 30 2009  
CITY CLERK

CITY CLERK DEPARTMENT

RECEIVED  
SEP 29 2009  
CITY ATTORNEY

Section 3. Duration.

This Agreement shall be a continuing nature unless cancelled by either party for any reason and without penalty, on not less than sixty (60) days written notice. Any fees paid to CITY where inspection services are not completed shall be prorated in accordance with the percentage of inspection completed and any excess shall be refunded to TOWN.

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 Agreement shall not be valid until signed by the Mayor and the City Clerk of each party.

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

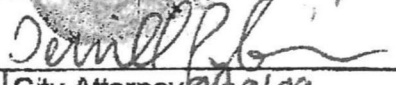
ATTEST:

By:   
City Clerk

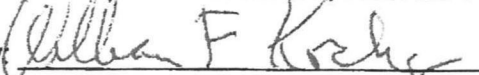
CITY OF DELRAY BEACH, FLORIDA

By:   
Mayor

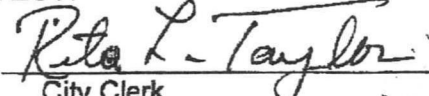
Approved as to form:

By:   
Asst. City Attorney 9/29/09


TOWN OF GULF STREAM, FLORIDA

By:   
Mayor

ATTEST:

By:   
City Clerk

Approved as to form:

By:   
City Attorney

*copy*



FILE NUM 20130084382 OR BOOK PAGE 257850530 DATE: 02/11/2013 13:22:33 Pgs 0530 - 531; (2pgs)  
Sharon R. Bock, CLERK & COMPTROLLER

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF DELRAY BEACH AND THE TOWN OF GULF STREAM**

THIS AMENDMENT NO. 1 to the Interlocal Agreement with the Town of Gulf Stream is made this 20th day of March, 2010, by and between the CITY OF DELRAY BEACH, a Florida municipal corporation (the "City"), and the TOWN OF GULF STREAM., ("Town").

**WITNESSETH:**

WHEREAS, the City and the Town are desirous of amending the Interlocal Agreement to provide a funding source for the city's inspection efforts within the Town.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The parties hereby represent that the above recitals are hereby incorporated as if fully set forth herein.

2. **Revision.** Paragraph 2 of the Agreement is amended to add subparagraph C as follows:

C. The Department shall collect the appropriate County impact fees for Town permits issued by the City. Said fees collected by City on behalf of Town should be accounted for separately by City and a fee recap report shall be provided by City for Town regarding all Town impact fee revenues/collections remitted to Palm Beach County. City shall retain a 3.4% administrative fee for all Town impact fee assessments.

Return to: City of Delray Beach, City Clerk's Office, 100 NW 51 Ave, Delray Beach 33444

3. **Full Force and Effect.** All other terms and conditions of the Consulting Agreement not expressly modified by this Amendment No. 1 thereto remain in full force and effect.

4. **Effective Date of Amendment No. 1 to the Agreement.** This Amendment shall not be effective until it is approved by the City Commission and signed by both of the parties with the effective date being January 19, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed this 8<sup>th</sup> day of March, 2010.

ATTEST:

Chanel D. Nubia  
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: Nelson S. McDuffie  
Nelson S. McDuffie, Mayor

Approved as to Form:

Janell Pylon  
Ant. City Attorney 3/3/10

ATTEST:

Rita L. Taylor  
City Clerk

TOWN OF GULF STREAM, FLORIDA

By: Walter F. ...  
Mayor

Approved as to Form:

[Signature]  
City Attorney