

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
TOWN OF GULF STREAM TO TRANSITION BUILDING AND RELATED
PERMITTING AND INSPECTION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 by and between the CITY OF DELRAY BEACH, FLORIDA, a Florida municipal corporation located at 100 NW 1st Ave., Delray Beach, FL 33444, ("City"), and the TOWN OF GULF STREAM, FLORIDA, a Florida municipal corporation located at 100 Sea Road, Gulf Stream, FL 33483 ("Town") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and Town have the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, in 2009 the Parties entered into an Interlocal Agreement whereby the City provided the Town with building and related permitting and inspection services, which the Parties have mutually agreed to terminate, effective October 10, 2022 (the "Termination Notice"); and

WHEREAS, the City continues to process certain permit applications and provides building and related permitting and inspection services for active permits for properties located within the Town which were applied for or issued before the effective date of the Termination Notice; and

WHEREAS, the Town agrees to continue to indemnify and provide insurance to the City and its Staff for performing building and related permitting and inspection services for these active permits and permit applications, which protections would otherwise no longer be in effect as of October 10, 2022; and

WHEREAS, the City agrees to continue to perform building and related permitting and inspection services in order to process to conclusion the remaining permits and permit applications for properties located within the Town.

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

Section 1. Continuation of Authority

- A. The authority and responsibilities granted to the Parties under the Interlocal Agreement Between the City of Delray Beach and the Town of Gulf Stream dated September 30, 2009; Amendment No. 1 to the Interlocal Agreement between the City of Delray Beach

and the Town of Gulf Stream dated March 8, 2010; and the City of Delray Beach Memo from Lula Butler – Director, Community Improvement dated July 13, 2011 are hereby ratified and incorporated into this agreement but only for those active permits and permit applications for properties located within the Town submitted to the City by October 10, 2022. If the Town’s Code is silent as to any issues being reviewed by the City under this Agreement, the City shall apply the land development regulations in effect for the City.

- B. The City shall not accept any new permit applications under this Agreement.

Section 2. Indemnification and Insurance

- A. Subject to the limitations of 768.28 *Florida Statutes*, 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. Nothing contained in this Agreement shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes* by either City or Town. The obligations of this Subsection A shall survive the term of this Agreement
- B. Town shall annually supply City with a Certificate of Insurance from Town’s insurance carrier evidencing all the necessary insurance coverage for City and employees of the City of Delray Beach. City will be named as an additional insured on the liability portion of Town’s insurance policy.

Section 3. Duration and Notice

The Agreement will be active until the last permit for a property located within the Town is processed to its conclusion, upon which time the Agreement will terminate and no longer be of any effect. This Agreement shall otherwise be of a continuing nature unless cancelled by either party for any reason and without penalty, on no less than sixty (60) days written notice. 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:

Delray Beach	Gulf Stream
City of Delray Beach c/o City Manager 100 NW 1st Ave. Delray Beach, FL 33444	Town of Gulf Stream c/o Town Manager 100 Sea Road Gulf Stream, FL 33483

Section 4. Miscellaneous

- A. The effective date of this Agreement is October 11, 2022.
- B. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.
- C. 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.
- D. Neither party shall assign or transfer any rights or interest in this Agreement without the written consent of the other party.
- E. This 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.
- F. 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.
- G. This Agreement shall not be valid until signed by the Mayor and the 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.

CITY OF DELRAY BEACH

ATTEST:

Mayor

City Clerk

Approved as to form:

City Attorney

TOWN OF GULF STREAM

ATTEST:

Mayor

Town Clerk

Approved as to form:

Town Attorney