

**INTERLOCAL AGREEMENT FOR  
CODE ENFORCEMENT SERVICES**

This Interlocal Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Saint Marks, Florida (the "City"), and Wakulla County, Florida ("County") (collectively referred to herein as the "Parties").

**WHEREAS**, section 163.01, Florida Statutes, authorizes the joint exercise by interlocal agreement by two or more public agencies of any power common to them;

**WHEREAS**, pursuant to Chapter 162, Florida Statutes, the County and the City may enforce local codes of ordinances;

**WHEREAS**, the Parties have determined that it is in their best interests and to their mutual benefit to enter into this Interlocal Agreement to ensure that the Wakulla County Code is enforced in a manner consistent with Florida and local law and codes; and

**WHEREAS**, the Parties desire that the County will provide code enforcement services within the municipal limits of the City of Saint Marks;

**NOW THEREFORE**, in consideration of the above, the City and County do mutually agree, as follows:

**SECTION 1. PURPOSE.** It is recognized and acknowledged by the Parties that the purpose of this Interlocal Agreement is to grant to the County the power and authority to enforce and ensure compliance with all County ordinances within the municipal limits of the City. Enforcement of County ordinances shall be in the manner provided for in the Wakulla County Code of Ordinances and as authorized by state law.

**SECTION 2. DUTIES OF THE COUNTY.** The County shall have and perform the following duties, obligations, and responsibilities within the municipal limits of the City:

(A) Respond to and investigate complaints provided to the County pertaining to violations of County ordinances within the municipal limits of the City. The County shall not have an affirmative duty to investigate possible violations of County ordinances.

(B) Prosecute violations of County ordinances occurring within the municipal limits of the City in the manner authorized by the Wakulla County Code.

(C) Enforce the Wakulla County Code by seeking the imposition of fines and penalties and placement of a lien on property owned by violators of County ordinances in the event violations are not corrected.

**SECTION 3. DUTIES OF THE CITY.** The City shall cooperate with the County in the prosecution and enforcement of County ordinances within the municipal limits of the City, as needed.

**SECTION 4. CODE ENFORCEMENT FINES AND LIENS.** All code enforcement fines and penalties imposed for a violation of the Wakulla County Code shall be retained by Wakulla County and all code enforcement liens shall be filed in favor of the County.

**SECTION 5. TERM OF INTERLOCAL AGREEMENT.** This Interlocal Agreement may be terminated by any party upon 120 days written notice to the other party.

**SECTION 6. FILING.** A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Wakulla County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

**SECTION 7. LIMITED LIABILITY.** Neither the County nor the City, nor any agent, officer, official, or employee of the County or the City shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by the other party hereto and its agents, officers, officials, or employees. The terms of this Section 7 shall survive termination or expiration of this Interlocal Agreement.

**SECTION 8. SEVERABILITY.** In the event that any provision of this Interlocal Agreement is declared illegal or invalid by a court of competent jurisdiction, such declaration shall not affect the remainder of the Interlocal Agreement.

**SECTION 9. ENTIRE AGREEMENT.** This Interlocal Agreement reflects the full and complete understanding of the Parties and may be modified or amended only in a writing executed by all Parties.

**SECTION 10. EFFECTIVE DATE.** This Interlocal Agreement shall become effective on the later of (A) the date hereof, or (B) the date the last party hereto executes this Interlocal Agreement and the filing requirements of Section 6 hereof are satisfied.

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the County by the Chairman of the Wakulla County Board of County Commissioners and on behalf of the City by the Mayor.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
CLERK OF THE COURT  
WAKULLA COUNTY

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK  
CITY OF SAINT MARKS