

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE  
TOWN OF CENTURY, FLORIDA FOR THE PROVISION OF CODE ENFORCEMENT  
SERVICES IN CONNECTION WITH THE ABATEMENT OF NEIGHBORHOOD  
NUISANCES WITHIN THE CORPORATE LIMITS OF THE TOWN OF CENTURY**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P. O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the Town of Century, a Florida municipal corporation with an administrative address of P. O. Drawer 790, Century, Florida 32535-0790 (hereinafter, the "Town"), acting through its Town Council.

**WITNESSETH:**

**WHEREAS**, the Town and the County have legal authority to perform general government services within their respective jurisdictions; and

**WHEREAS**, the Town and the County are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the Town desires and requests the County to provide code enforcement services, as provided for in Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes, along with Town Ordinance 5-97 in connection with the abatement of neighborhood nuisance conditions within the corporate limits of the Town; and

**WHEREAS**, the County is willing and able to provide such services, subject to the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Town agree as follows:

**Section 1. Purpose of Agreement.**

Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide code enforcement services, pursuant to Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes, within the corporate limits of the Town. The recitals

contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

**Section 2. Code Enforcement Functions Activities and Services Defined.**

(a) The parties agree that the functions, activities, and services contemplated by the Agreement are all those which, in the discretion of the Town Council of the Town of Century, Florida, are necessary and appropriate to enforce the Town Ordinance No. 5-97, as it may be amended from time to time, along with Chapters 30 and 42 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes involving abatement of the following:

- (a) (1) Accumulation of debris, rubbish, and trash on private property; and
- (b) (2) Overgrowth of nuisance herbaceous vegetation on private property; and
- (c) (3) Accumulation of abandoned or inoperable vehicles on private property; and
- (d) (4) Unsafe, deteriorated, or dilapidated buildings and structures on private property; and
- (e) (5) Such other violations as provided for under the ordinance.

The parties expressly agree that no performance standards, other than those which are generally applicable to similar enforcement activities by the County elsewhere outside the corporate limits of the Town, are intended or should be inferred as a result of this Agreement.

(b) The parties further agree that the functions, activities, and services contemplated by the Agreement include all those which, in the discretion of the Town Council of the Town of Century, Florida, are necessary and appropriate to enforce those provisions of the Town of Century's Land Development Code and Comprehensive Plan which establish zoning districts within the Town of Century and the list of permitted, conditional, and prohibited uses therein.

(c) The parties also expressly agree that the County may elect to enforce these codes using any of the methods established under Chapters 30 and 42 of the Escambia County Code of Ordinances.

**Section 3. Rights and Responsibilities of the Town.**

The Town shall have the following rights and responsibilities relative to this Agreement:

- (a) To approve this Agreement permitting the County to enforce Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes along with Town Ordinance 5-97 within the corporate limits of the Town of Century; and
- (b) To receive from the County a complete master listing of all enforcement actions generated within the corporate limits of the Town; and
- (c) Removal of nuisance building and structures, overgrowth of nuisance vegetation, and accumulation of nuisance vehicles and other nuisance conditions hereunder.

**Section 4. Rights and Responsibilities of the County.**

The County shall have the following rights and responsibilities relative to this Agreement:

- (a) To establish the manner, timing, and conduct of all code enforcement activities hereunder; and
- (b) To investigate and prosecute, as necessary in the County's sole discretion, violations generated within the corporate limits of the Town subject to this Agreement; and
- (c) To employ all reasonable efforts to secure voluntary compliance and abatement of nuisance conditions by affected property owners, consistent with enforcement techniques, measures, and methods employed by the County elsewhere outside the corporate limits of the Town; and
- (d) To file monthly and annual periodic reports detailing a master listing of enforcement actions performed within the Town.
- (e) To contribute \$50,000 from Community Development Block Grant (CDBG) funds towards cost associated with enforcement actions, and
- (f) To recover all unreimbursed enforcement costs incurred by the County pursuant to this Agreement by any lawful means, and to receive and retain without limitation, all fines, forfeitures, penalties, and fees of whatever sort arising out of the actions of the County hereunder in the manner prescribed by Chapters 30 and 42 of the Escambia County Code of Ordinances.
- (g) To comply with all prerequisites and requirements for receipt of Community Development Block Grant funds and to complete all forms and applications necessary for the receipt of CDBG funds, as described in Exhibit 1 of this Agreement.

**Section 5. Term of Agreement.**

This Agreement shall remain in full force and effect until terminated by either party pursuant to Section 6 hereof.

**Section 6. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon Ninety (90) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the Town, or which subsequently are owed to the County by the Town as a result of enforcement actions concluded following the effective date of termination.

**Section 7. Liability.**

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The Town of Century, as a local governmental body of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which results in claims or acts against the Town and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town or the County and nothing herein shall be construed as consent by the Town or the County to be sued by third parties in any matter arising out of this Agreement.
- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall be subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the ~~owner~~ other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Assignment.**

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 10. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 12. Interpretation.**

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (e)b References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other ~~property~~ portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States~~s~~ mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

**County**

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**Town**

Mayor  
Town of Century  
Post Office Drawer 790  
Century, Florida 32535

**Section 16. Prior Agreements Superseded.**

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter ~~to~~ of this Agreement, that are not contained in this document. Accordingly, no deviations ~~from~~ from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce ~~ay~~ at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

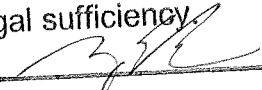
This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the Town of Century.

**IN WITNESS WHEREOF**, the ~~Partied~~ Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and Town of Century signing by and through its authorized Mayor.

**COUNTY:**

**Escambia County, Florida Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

This document approved as to form and legal sufficiency.

By:   
Title: ASST. COUNTY ATTORNEY  
Date: AUG. 2, 2011

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

Date: \_\_\_\_\_

**ATTEST: ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

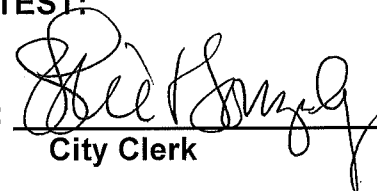
(Seal)

**TOWN:**

**Town of Century**, a Florida municipal corporation acting through its duly authorized Town Council signing by and through its Mayor.

By:   
**Freddie W. McCall, Sr., Mayor**

Date: 8/3/11

**ATTEST:**  
By:   
City Clerk

(Seal)