**(Can be used to Contract with Consultant FPMs)**

**Inter-Local Agreement between**

***[County Name] County***,

and

***[Name of Municipality]***

**THIS INTER-LOCAL AGREEMENT** is made and entered into on this *\_\_\_\_\_\_* day of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, *\_\_\_\_\_\_\_\_\_*, by and between the Board of County Commissioners, ***[County] County***, a political subdivision of the State of Florida (hereinafter “COUNTY”) and ***[Name of Municipality]*** a municipal corporation of the State of Florida (hereinafter ***[“CITY”, “TOWN”, “VILLAGE”]***, both of which understand and agree as follows:

**WHEREAS,** COUNTY and [CITY, TOWN, VILLAGE] have legal authority to perform general government services within their respective jurisdictions; and

**WHEREAS,** in accordance with Chapters 125, 163, 166, and 553, Florida Statues, the Parties hereto have the common power and responsibility to adopt, administer, and enforce land development regulations, including floodplain management regulations, and to enforce the Florida Building Code within their jurisdictional limits; and

**WHEREAS,** [CITY, TOWN, VILLAGE] desires and requests the COUNTY to provide services necessary to administer and enforce the floodplain management regulations adopted by [CITY, TOWN, VILLAGE] within the corporate limits of [CITY, TOWN, VILLAGE]; and

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

**WHEREAS,** pursuant to Chapter 163, Florida Statues, the Parties are authorized to enter into Inter-Local agreements;

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations contained herein, COUNTY and [CITY, TOWN, VILLAGE] hereby agree as follows:

1. **PURPOSE.**  Pursuant to Section 163.01, Florida Statutes, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby COUNTY will provide specified services to administer and enforce the floodplain management regulations of [CITY, TOWN, VILLAGE] within the corporate limits of [CITY, TOWN, VILLAGE].
2. **ADMINISTRATION AND ENFORCEMENT OF FLOODPLAIN MANAGEMENT REGULATIONS DEFINED.** The Parties agree that the administration and enforcement duties contemplated by this Agreement are those duties that are necessary and appropriate to enforce the floodplain management regulations of [CITY, TOWN, VILLAGE], which are found in Chapter [*Instruction: insert appropriate citation for municipality’s regulations*] involving, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the participation of [CITY, TOWN, VILLAGE] in the National Flood Insurance Program. Activities required to be performed only by the [CITY, TOWN, VILLAGE] under the National Flood Insurance Program are not included in this Agreement.

The Parties expressly agree that, unless explicitly identified in writing by [CITY, TOWN, VILLAGE], no performance standards other than those which are generally applicable to similar enforcement activities by COUNTY elsewhere outside of the corporate limits of the Town, are intended or should be inferred as a result of this Agreement. *[Explanatory Note: this puts burden on the municipality to identify, in writing, any provisions that vary from the county’s, such as freeboard.]*

The Parties also expressly agree that COUNTY may elect to enforce the regulations of [CITY, TOWN, VILLAGE] using any of the methods established under Chapter [*Instruction: insert appropriate citation for County’s regulations*] of the [COUNTY] County Code of Ordinances.

1. **REPRESENTATIVES OF THE PARTIES.** The Parties hereby designate the following as their duly authorized representatives responsible for the implementation of this Agreement, including establishment of specific procedures and processes to facilitate the purpose and intent: [*Explanatory Note: this allows the representatives to develop written procedures that identify which party will fulfill or perform specific functions and duties of the floodplain administrator and that may be modified from time to time by the representatives, without requiring formal amendment of the Agreement.*]

[County] County [Name of Municipality]

*[County Official, by title] [Municipal Official, by title]*

*[Address] [Address]*

1. **DUTIES OF [CITY, TOWN, VILLAGE].** [CITY, TOWN, VILLAGE], acting through its designated representative, shall:
	1. Be responsible to the National Flood Insurance Program for administration and enforcement of the floodplain management regulations of [CITY, TOWN, VILLAGE].
	2. Upon request by the Florida Division of Emergency Management or the Federal Emergency Management Agency, attend meetings and/or participate in telephonic and electronic communications related to [CITY, TOWN, VILLAGE]’s participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
	3. In coordination with COUNTY, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
	4. In coordination with COUNTY, support actions deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations of [CITY, TOWN, VILLAGE].
2. **DUTIES OF COUNTY.**  COUNTY, acting through its designated representative, shall administer and enforce the floodplain management regulations of [CITY, TOWN, VILLAGE] throughout the term of this Agreement, and shall:
	1. Maintain records identified in said regulations in a form and manner that allows production of records pertinent to [CITY, TOWN, VILLAGE] upon request by [CITY, TOWN, VILLAGE], the Florida Division of Emergency Management, or the Federal Emergency Management Agency.
	2. Upon request by the Florida Division of Emergency Management or the Federal Emergency Management Agency, attend meetings and/or participate in telephonic and electronic communications related to [CITY, TOWN, VILLAGE]’s participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
	3. In coordination with [CITY, TOWN, VILLAGE], undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
	4. In coordination with [CITY, TOWN, VILLAGE], undertake actions deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations of [CITY, TOWN, VILLAGE].
3. **MODIFICATION.** This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both Parties.
4. **TERMINATION.**  [*Option A*] This Agreement shall remain in effect unless terminated by either party. This Agreement may be terminated by either, without cause and for any reason upon Ninety (90) Days written notice to the other party.

[*Option B*] This Agreement shall run for a period of [*Instruction: insert time period*] from the effective date, and shall be automatically renewed for successive [*Instruction: insert time period*] unless either party gives the other party written notice of its intent not to renew this Agreement, which notice shall be delivered not less than Ninety (90) days prior to the renewal date.

The Parties further agree that:

* 1. Upon termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the floodplain management regulations of [CITY, TOWN, VILLAGE], with particular attention to the delivery by the COUNTY to [CITY, TOWN, VILLAGE], of all records and data in its possession, regardless of the medium. Costs associated with delivery of records and data to [CITY, TOWN, VILLAGE] shall be borne by the party requesting termination.
	2. [*Instruction: if reimbursement is provided in #8, include this provision; if not provided in #8, delete this item (b) and modify (a) to be a separate paragraph.*] Termination shall not affect the reimbursement of any cost then owing to COUNTY by [CITY, TOWN, VILLAGE], or which subsequently are owed as a result of enforcement actions concluded following the effective date of termination.
1. **REIMBURSEMENT.** [*Option A*] As compensation for COUNTY’s services, COUNTY shall collect and retain all revenues derived from permit and/or inspection fees generated within [CITY, TOWN, VILLAGE]; such fees shall not exceed fees charged COUNTY residents for similar services.

[*Option B*] COUNTY shall invoice [CITY, TOWN, VILLAGE] on a [*Instruction: insert time period*] basis for actual services provided to [CITY, TOWN, VILLAGE] by COUNTY during the preceding [*insert time period*]. [CITY, TOWN, VILLAGE] shall reimburse COUNTY within [*time period*] of the date of the invoice. [CITY, TOWN, VILLAGE] shall be invoiced for fractional portions of an hour in quarter-hour increments to the nearest quarter-hour at the rate set forth herein. [*Instruction: selection of this option requires rates to be established, e.g., for building official, counter clerk, plan reviewer, inspector, etc.*]

1. **LIABILITY.**  The Parties, 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:
	1. [CITY, TOWN, VILLAGE], as a subdivision of the State of Florida and pursuant to 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 COUNTY and agrees to be fully liable for any damages proximately caused by said acts or omissions.
	2. COUNTY, as a subdivision of the State of Florida and pursuant to 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 [CITY, TOWN, VILLAGE] and agrees to be fully liable for any damages proximately caused by said acts or omissions.

Nothing herein is intended to serve as a waiver of sovereign immunity by [CITY, TOWN, VILLAGE] or by COUNTY, nothing herein shall be construed to create any indemnification by one party of another, and nothing herein shall be construed as consent by [CITY, TOWN, VILLAGE] or COUNTY to be sued by third parties in any matter arising out of this Agreement.

1. **CLAIMS.** COUNTY shall notify [CITY, TOWN, VILLAGE] in writing, within [*insert time period*] of its receipt or knowledge of any claims or pending claims arising out of the performance of the services rendered hereunder.
2. **SEVERABILITY.**  If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability, or the occurrence of any event rendering any portion or provision of this Agreement void, shall not be deemed to affect the validity and enforceability of any other parts of the Agreement.
3. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors and assigns, and any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party, without the prior written consent of the Parties; specifically, no duty or responsibility of the Parties shall be assigned or contracted to a third party, whether a public or private entity, unless the Parties first modify this Agreement to set forth the duties of said third party.
4. **APPLICABLE LAW.**  This Agreement shall be construed, controlled and interpreted according to 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 [County] County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.
5. **PRIOR AGREEMENTS SUPERSEDED**. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments that are not contained in this Agreement or the written procedures and processed developed by the representatives of the Parties.
6. **ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement between the Parties and that there are no promises or understands other than those stated herein.
7. **EXECUTION.**  This Agreement shall be executed in triplicate, with each fully executed copy treated as an original.
8. **EFFECTIVE DATE.**  This Agreement shall become effective upon the filing of fully executed copies with the Clerk of the Circuit Court of [County] County, Florida. A copy of the executed Agreement shall be provided to the Florida Division of Emergency Management.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: [County] County, Florida through its Board of County Commissioners, signing by and through its authorized Chair, and [Name of Municipality], signing by and through its authorized Mayor.

*ADD APPROPRIATE SIGNATURE BLOCKS*