

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN INTER-GOVERNMENTAL AGREEMENT PROVIDING FOR INSPECTION OF STRUCTURES WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF JUNO BEACH, FLORIDA, BY THE PALM BEACH COUNTY PLANNING, ZONING AND BUILDING DEPARTMENT

WHEREAS, the health, safety and welfare of the residents of both the Town of Juno Beach and Palm Beach County will best be served by the County inspecting certain structures lying within the Town's limits, and

WHEREAS, the County is authorized to enter into an agreement for such inspections pursuant to Florida Statutes, Section 125 01(p), and

WHEREAS, the Town of Juno Beach and Palm Beach County are authorized to enter into such an agreement for inspections pursuant to Florida Statutes, Section 163 01, and

WHEREAS, the Town of Juno Beach has adopted the various building codes of Palm Beach County as its building code, and has agreed to adopt all amendments and addenda thereto,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that

- 1 The foregoing recitals are hereby reaffirmed and ratified
- 2 The Chairman and Clerk of this Board, in their official capacities, are hereby authorized to execute the Inter-governmental Agreement Providing for Inspection of Structures Within the Municipal Limits of the Town of Juno Beach, Florida, by the Palm Beach County Building Department, a copy of which is attached and made a part hereof

The foregoing resolution was offered by Commissioner Adams, who moved its adoption. The motion was seconded by Commissioner Owens, and upon being put to a vote, the vote was as follows

KENNETH G. SPILLIAS	AYE
DOROTHY H. WILKEN	AYE
KARFN T. MARCUS	AYE
JERRY L. OWENS	AYE
KENNETH ADAMS	AYE

The Chairman thereupon declared the resolution duly passed and adopted this 18th day of December, 1984

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

JOHN B DUNKLE, Clerk

By

Elizabeth Richards
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

RW C. I. D.
County Attorney

FILED THIS DAY OF

DEC 18 1984

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AND RECORDED IN RESOLUTION

MINUTE BOOK NO

380

AT

PAGE

94-101

RECORD VERIFIED

JOHN B DUNKLE, CLERK

BY

Elizabeth Richards DC

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INTER-GOVERNMENTAL AGREEMENT PROVIDING FOR
INSPECTION OF STRUCTURES WITHIN THE MUNICIPAL
LIMITS OF THE TOWN OF JUNO BEACH FLORIDA, BY THE
PALM BEACH COUNTY PLANNING ZONING AND BUILDING
DEPARTMENT

THIS AGREEMENT, entered into this 18th day of December
1984, by and between

PALM BEACH COUNTY, FLORIDA, a
political subdivision of the State
of Florida, hereinafter referred
to as "COUNTY",

and

THE TOWN OF JUNO BEACH, a municipal
corporation organized and existing
under the laws of the State of
Florida, whose permanent address is
841 Ocean Drive, Juno Beach, Florida
33408, hereinafter referred to as
"TOWN"

W I T N E S S E T H

WHEREAS, the health, safety and welfare of the residents of
both TOWN and COUNTY will best be served by the COUNTY inspecting
certain structures lying within the TOWN'S limits, and.

WHEREAS, the COUNTY is authorized to enter into this
Agreement pursuant to Florida Statutes s 125 01(p), and

WHEREAS, the TOWN and the COUNTY are authorized to enter
into this Agreement pursuant to Florida Statutes s. 163 01, and

WHEREAS, this Agreement evidences the intentions of the
respective parties to cooperate with each other in the
furtherance of the public's interest,

N O W T H E R E F O R E "

SECTION 1 Definitions

Codes When used herein the term "Codes" shall mean the
current editions including Palm Beach County Amendments where
appropriate, of the following codes as adopted by Palm Beach
County under Chapter 74-565, Laws of Florida, Special Acts of
1974, as amended by Chapters 75-467, 77-623, 79-543, 80-565, and

81-457, Laws of Florida

STANDARD BUILDING CODE, as amended by Palm Beach County Ordinance

STANDARD PLUMBING CODE, as amended by Palm Beach County Ordinance

STANDARD MECHANICAL CODE, as amended by Palm Beach County Ordinance

STANDARD GAS CODE

NATIONAL ELECTRICAL CODE, as amended by Palm Beach County Ordinance

PALM BEACH COUNTY MOBILE HOME TIE-DOWN CODE

PALM BEACH COUNTY SWIMMING POOL CODE

Department Where used herein the term "Department" shall mean the Palm Beach County Planning, Zoning and Building Department

Building Official Where used herein the term "Building Official" shall mean the director of the Palm Beach County Building Division

Fee(s) When used herein the term "fee" or "fees" shall mean the fee(s) charged as a condition for a 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 Construction Inspector in the employ of the Palm Beach County Building Division

Permit When used herein the term "permit" shall mean permit issued by the TOWN for any construction work described by the codes and ordinances enumerated under codes

Permittee When used herein the term "permittee" shall mean any individual, corporation or other business entity applying for and/or holding a valid permit

Structures When used herein the term "structures" shall mean any and all above-ground, in ground, and/or under ground

structures, and any and all construction, electrical and/or plumbing work for which a permit must be obtained.

Section 2. The COUNTY 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 exclusive purpose of this Inter-governmental Agreement is to provide the TOWN with the expertise and assistance of COUNTY'S Planning, Zoning and Building Department for the inspection of certain construction projects within the TOWN'S limits.

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

- (1) The TOWN shall adopt an ordinance which
 - a. incorporates by reference the provisions of the Codes as presently in force and effect in Palm Beach County, Florida, and adopted by COUNTY, and implemented by the Department,
 - b. vests the responsibility for reviewing plans for compliance with applicable construction codes, issuing permits, and inspecting structures with the TOWN in the COUNTY'S Building Official or his agent, and
 - c. provides for penalties for violators of said Codes.
 - d. upon adoption by the COUNTY of any amendments to said Codes the TOWN shall immediately, upon notice by Palm Beach County, 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 code compliance. The three (3) plans shall be stamped and submitted to COUNTY by contractor or owner with the attendant permit application and fees.
 - b. COUNTY'S Planning, Zoning and Building Department shall review and process all plans, submitted in triplicate checking the same for compliance with the Codes, and determine the subsidiary

permits necessary and the amount of fees
For processing and the inspection
service COUNTY shall receive one hundred
percent (100%) of the permit fee.
Said fees shall be collected by COUNTY.
After reviewing and processing said
construction plans, COUNTY shall
forward two sets of said plans to
TOWN for distribution. COUNTY shall not
forward any plans to TOWN without the
attendant permit.

(3) Applications for all permits shall be submitted to COUNTY on COUNTY approved forms. The COUNTY shall process and prepare all permits for construction within the TOWN and forward said permits to the TOWN for issuance. 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 COUNTY.

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

(5) The TOWN shall assume responsibility for the administration of all consumer inquiries. The TOWN shall forward to the Building Official only those inquiries 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 deem it in the best interest of COUNTY. All such determinations not to inspect a structure shall be made in writing to TOWN.

(7) TOWN shall hold harmless and indemnify COUNTY 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) TOWN shall annually supply COUNTY with a Certificate of Insurance from the TOWN'S insurance carrier evidencing all the necessary insurance coverage for COUNTY 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 certificate and coverage shall be satisfactory to COUNTY'S Insurance Coordinator. COUNTY is not obligated to undertake any action under this Agreement until the COUNTY'S Insurance Coordinator has approved said insurance certificate and coverage. The approval by the COUNTY'S Insurance Coordinator shall not be unreasonably withheld.

Section 3. Duration

This Agreement shall be of 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 COUNTY 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.

IN WITNESS WHEREOF, PALM BEACH COUNTY, FLORIDA, has caused this Inter-governmental Agreement to be executed by the Chairman of its Board of County Commissioners and the seal of said Board to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board, and the TOWN OF JUNO

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BEACH, Florida has caused this Inter-governmental Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the TOWN'S Clerk, the date and year first above written.

ATTEST

JOHN B. DUNKLE, Clerk

By *John B. Dunkle*
Deputy Clerk

(SEAL)

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS
CHAIRMAN, PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *John A. ...*

ATTEST

By: *Sam F. Nelson*
Town Clerk

(SEAL)

TOWN OF JUNO BEACH, PALM BEACH
COUNTY, FLORIDA

By: *W. Hall*
Mayor

Approved as to Form
and Legal Sufficiency
County Attorney

By *R. W. ...*

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