

**INTERLOCAL AGREEMENT BETWEEN
MARTIN COUNTY AND THE VILLAGE OF INDIANTOWN
FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN
REVIEW SERVICES**

THIS INTERLOCAL AGREEMENT is made by and between the Martin County Board of County Commissioners, a political subdivision of the State of Florida (the "County") and the Village of Indiantown, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Village desires to enter into an Interlocal agreement with Martin County to provide certain Building Official related services on an as needed basis in the absence of the Village's Building Official and/or other key staff, to review building permit applications, issue building permits, and conduct construction inspections as requested by the Village, for compliance with the Florida Building Code; and

WHEREAS, the County has agreed to authorize its Building Official through its Building Department to provide such services as needed, to the extent that the provision of these services do not interfere, in the opinion of the County's Building Official, with the efficient operation of its own Building Department; and

WHEREAS, the Village will provide all other review and determinations, including but not limited to, compliance with Village ordinances, zoning code regulations, its comprehensive plan, public works department, utilities department, and Fire Marshal (via a separate interlocal agreement with the County for Fire Marshal services) review; and

WHEREAS, the Village will be responsible for any disputes or appeals arising out of the issuance or denial of a building permit and/or the passing or failure of a building inspection.

NOW, THEREFORE, the County and the Village agree that:

1. The above introductory clauses are hereby incorporated as specific terms of this Agreement.

2. The term of this Agreement shall be from May 1, 2024, through June 1, 2025. The agreement may be renewed for an additional 12 months each subsequent year if mutually agreed upon in writing.

3. In the event any dispute or appeal should arise concerning the denial or issuance of a building permit, the Village agrees to handle such dispute or appeal and shall indemnify and defend the County should the County be named as a party to any such dispute or appeal. This provision shall in no way be deemed a waiver of sovereign immunity afforded the Village and the County by Florida law.

4. As between the Village and the County, to the extent allowed by Florida law, the Village assumes responsibility for the negligence of Village employees and the County assumes responsibility for the negligence of County employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded the Village and the County by Florida law, the provisions of Section 689.071, Fla. Stat., or a consent to be sued by third parties.

5. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

6. County shall make available to the Village a licensed Building Official to perform building permit application reviews, issue permits, perform various building inspections and issue Certificates of Completions and Occupancies on an as-needed basis.

7. The Village shall be responsible for retention of all records in accordance with Florida laws.

8. As compensation for its services, the County will bill the Village monthly in an amount equal to \$130/hour for the Building Official's logged time for that month, at a rate of \$117.50/hour for the Assistant Building Official's logged time for that month and at a rate of \$105/hour for an inspector's/plan reviewer's logged time for that month. Detailed reports and substantiating data shall be provided by the County to the Village to support the invoice. The Village agrees to pay all such bills within thirty (30) days. Revised hourly rates and fees for other services may be negotiated and approved in writing by the County and Village as needed.

9. The Village and County agree that each shall be responsible for their own costs, including attorney fees, incurred by the parties as a result of a dispute arising between the parties concerning this Agreement.

10. This Interlocal Agreement shall be filed with the Martin County, Clerk of the Circuit Court, as required by Section 163.01(11), Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DULY EXECUTED BY MARTIN COUNTY THIS ___ DAY OF _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

HAROLD E. JENKINS II, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS
COUNTY ATTORNEY

DULY EXECUTED BY THE VILLAGE OF INDIANTOWN THIS __ DAY OF _____, 2024.

ATTEST:

VILLAGE OF INDIANTOWN

LARHONDA MCBRIDE,
TOWN CLERK

SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WADE C. VOSE, VILLAGE ATTORNEY