

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

THIS INTERLOCAL AGREEMENT (hereinafter "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 City of Stuart, a Florida municipal corporation (the "City").

WITNESSETH:

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

WHEREAS, the City desires to enter into an Interlocal agreement with the County to provide certain Building Inspection related services on an as needed basis in the absence of the City's Building Official and/or other key staff, to review building permits and conduct construction inspections as requested by the City, 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 City will provide all other review and determinations, including but not limited to, compliance with City's ordinances, zoning code regulations and its comprehensive plan; and

WHEREAS, the City 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 City agree that:

1. The above introductory clauses are hereby incorporated as specific terms of this Agreement.
2. This Agreement shall become effective upon its approval by the Martin County Board of County Commissioners and the City of Stuart, the due execution thereof by the proper office of the County and the City, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.
3. The term of this Agreement shall be from July 1, 2025, through June 30, 2026. The Agreement may be renewed for an additional 12 months each subsequent year if mutually agreed upon in writing by the parties.
4. In the event any dispute or appeal should arise concerning the denial or issuance of a building permit, the City 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; however, the City shall not indemnify or defend the County for the negligence of any County employee or official. This provision shall in no way be deemed a waiver of

sovereign immunity afforded the City and the County by Florida law and Section 768.28, Fla. Stat., or a consent to be sued by third parties.

5. As between the City and the County, to the extent allowed by Florida law, the City assumes responsibility for the negligence of City 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 City and the County by Florida law, the provisions of Section 689.071, Fla. Stat., or a consent to be sued by third parties.

6. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

7. The City shall be responsible for retention of all records in accordance with Chapter 119, Florida Statutes, et. seq.

8. As compensation for its services, the County will bill the City monthly in an amount equal to \$135/hour for the Building Official's logged time for that month, at a rate of \$125/hour for the Assistant Building Official's logged time for that month and at a rate of \$115/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 City to support the invoice. The City agrees to pay all such bills within forty-five (45) days. Revised hourly rates and fees for other services may be negotiated and approved in writing by the County and City as needed.

9. The City and County agree to be governed by applicable State and Federal laws, rules and regulations. The parties further agree that each shall be responsible for its own costs, including attorney fees, as a result of a dispute arising between the parties concerning this Agreement.

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

11. All written notices required under this Agreement shall be sent first class, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered at the address set forth below, or to such other address as either party may from time to time specify to the other party in writing:

COUNTY:

Martin County Building Department
900 SE Ruhnke St.
Stuart, FL 34994
Attn: Jeffrey Dougherty

CITY:

City of Stuart
121 SW Flager Ave
Stuart, FL 34996
Attn: Lou Hatton

12. The City and County agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of the Agreement.

13. Each party warrants and represents that it is in compliance with Section 448.095, Fla. Stat., as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment

eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Fla. Stat., as may be amended, said party shall terminate this Agreement with the violating party.

14. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

[Signature pages follow]

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 _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ELYSSE A. ELDER
ACTING COUNTY ATTORNEY

DULY EXECUTED BY THE CITY OF STUART THIS __ DAY OF _____, 2025.

ATTEST:

CITY OF STUART

MARY KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

LEE BAGGET, CITY ATTORNEY