

**INTERLOCAL AGREEMENT BETWEEN
MARTIN COUNTY AND THE TOWN OF SEWALL'S POINT
FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN
REVIEW SERVICES**

THIS INTERLOCAL AGREEMENT is made by and between Martin County, a political subdivision of the State of Florida (the "County") and the Town of Sewall's Point, a Florida municipal corporation (the "Town").

WITNESSETH:

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

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

WHEREAS, the Town 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 Town 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 September 1, 2021 through September 30, 2022. 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 Town 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 Town 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 Town and the County by Florida law and Section 768.28,

Fla. Stat., or a consent to be sued by third parties.

4. As between the Town and the County, to the extent allowed by Florida law, the Town assumes responsibility for the negligence of Town 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 Town and the County by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.

5. This Agreement may be terminated by either party upon seventy-two (72) hours prior written notice to the other party.

6. As compensation for its services, the County will bill the Town 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 Town to support the invoice. The Town 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 Town as needed.

7. The Town 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.

8. 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 _____, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS
COUNTY ATTORNEY

DULY EXECUTED BY THE TOWN OF SEWALL'S POINT THIS 24th DAY OF August,
2021.

ATTEST:

TOWN OF SEWALL'S POINT

April Stoncius, CMC
APRIL STONCIUS, CMC
TOWN CLERK

Kaja Mayfield
KAJA MAYFIELD, MAYOR



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Glen Torcivia
GLEN TORCIVIA, TOWN ATTORNEY