

**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** ("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") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, Section 163.01, Fla. Stat., known as the "Florida Interlocal Cooperation Act of 1969", provides a method for governmental entities to cooperate with each other on the basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

**WHEREAS**, the Village desires to enter into an interlocal agreement with the 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 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**, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereto agree as follows:

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, 2026, through June 1, 2027. The Agreement may be renewed for an additional 12-month term, each subsequent year, if mutually agreed upon in writing by the Martin County Administrator and the Village Manager of the Village of Indiantown.

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. The 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 Chapter 119, Florida Statutes, et. seq.

8. As compensation for its services, the County will bill the Village monthly in an amount equal to \$155/hour for the Building Official's logged time for that month, at a rate of \$140/hour for the Assistant Building Official's logged time for that month, at a rate of \$125/hour for an inspector's/plan reviewer's logged time for that month, and at a rate of \$85/hour for a permit technician/administrative logged time for that month. Detailed reports and substantiating data shall be provided by the County to the Village to support the invoices. 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 the Village as needed.

9. The Village 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, incurred 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

VILLAGE:  
Village of Indiantown  
15516 SW Osceola St., Suite B  
Indiantown, FL 34956  
Attn: Taryn Kryzda

12. 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.

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

14. This Agreement shall become effective on the date the last party hereto executes this Agreement and the filing requirements of Section 10 hereof are satisfied.

[Signature page follows]

**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 \_\_\_\_\_, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF  
THE CIRCUIT COURT AND  
COMPTROLLER

\_\_\_\_\_  
SARAH HEARD, CHAIR

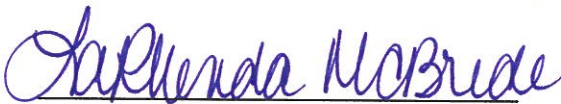
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
ELYSSE ELDER  
COUNTY ATTORNEY

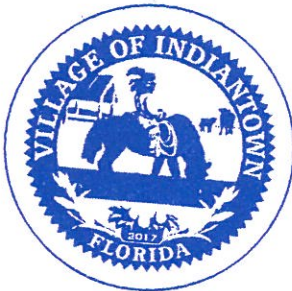
Duly executed by the Village of Indiantown this 14 day of May, 2026.

ATTEST:

VILLAGE OF INDIANTOWN

  
\_\_\_\_\_  
LARHONDA MCBRIDE,  
TOWN CLERK

  
\_\_\_\_\_  
CARMINE DIPAOLO, MAYOR



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
WADE C. VOSE, VILLAGE ATTORNEY