

## INTERLOCAL AGREEMENT

By and Between the City of Everglades City and Collier County  
Relating to the administration of the Florida Building Code, the Florida Administrative Code, the City of Everglades City Floodplain Management Ordinance, Contractor Licensing, and Code Enforcement as they all relate to building permits.

This Interlocal Agreement is by and between the Board of County Commissioners of Collier County, Florida, (the "County"), 3299 Tamiami Trail East, Suite 303, Naples, FL 34112 and the City of Everglades City (the "City"), P.O. Box 110, Everglades City, FL 34139, for the purpose of the County administering permitting and enforcement related to building permits for the City of Everglades City. This agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, set forth in sections 163.01, *et seq.*, Florida Statutes, and is further authorized pursuant to the parties' respective home rule powers granted by the Florida Constitution.

### RECITALS

WHEREAS, the City is currently responsible for the administration of the Florida Building Code, the Florida Administrative Code, the City of Everglades City Floodplain Management Ordinance, Contractor Licensing, and Code Enforcement as they all relate to building permits within its boundaries;

WHEREAS, the County and the City desire to enter into an Agreement regarding the administration of the Florida Building Code, the Florida Administrative Code, Contractor Licensing, and Code Enforcement by the County as they all relate to building permits within the City's boundaries;

WHEREAS, the City will continue to administer the City of Everglades City Floodplain Management Ordinance for development that is exempt from the Florida Building Code; and

WHEREAS, the administration of the Florida Building Code, the Florida Administrative Code, Contractor Licensing, and Code Enforcement as they all relate to building permits will eliminate the need of such services to be performed by the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

- 1) **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
- 2) **Effective Date and Termination.** This agreement shall become effective on July 5, 2018 (“Effective Date”). The Agreement shall remain in effect until terminated by either the County or the City. The County or the City may terminate this agreement with or without cause by providing written notice to all other parties within this agreement. Such termination shall be effective thirty (30) days from receipt of such termination notice.
- 3) **Administration of the Florida Building Code.** The County shall administer the Florida Building Code and related provisions of the Florida Statutes and Florida Administrative Code for and within the City as follows:
  - a) **Permitting.**
    - i) The County’s building official shall be released from the responsibility of all construction activities that occurred prior to the effective date of this interlocal agreement, whether the project received a certificate of occupancy/completion or building permit from the City of Everglades City or was unpermitted. Any construction activities permitted by the County, regardless of the status of the permit or work, shall be consistent with the Florida Building Code and related provisions of the Florida Statutes and Florida Administrative Code. For example, if a building permit is issued by the County for the replacement of a window, the building official is not responsible for work outside of the scope of work for the permit, such as the existing wall and other existing improvements so long as no life safety issues are found.
    - ii) The County shall provide a building code administrator or building official, consistent with section 468.604, Florida Statutes, to administrate, supervise, direct, enforce, and perform the permitting and inspection of construction, alteration, repair, remodeling, demolition of structures, and the installation of building systems within the boundaries of the City, when permitting is required, to ensure compliance with the Florida Building Code, and related provisions of the Florida Statutes and Florida Administrative Code, and any applicable local technical amendment to the Florida Building Code.
    - iii) Consistent with section 553.79, Florida Statutes, the County shall defer to the City as it relates to fire plan review and inspections.
    - iv) **Record Retention.** The County shall retain all records in accordance with Chapter 119, Florida Statutes and Section 6 herein.
  - b) **Reporting.** The County shall make available to the City building permit activity within the City within a reasonable timeframe.
- 4) **Contractor Licensing Services.** The County shall provide contractor licensing services within the City as follows:
  - a) **Contractor licenses and enforcement.**

- i) The City shall pass a resolution or ordinance recognizing the validity of County-issued contractor licenses and requiring compliance with County Ordinance 91-105, as amended (with exception of paragraph 1.3. Owner-Builders) and subsequent amendments and ordinances related thereto within the City.
  - ii) Pursuant to the resolution or ordinance referenced in section 4)a)i), the County shall be responsible for issuing licenses to contractors working within the City in accordance with, and by way of, County Ordinance Number 90-105, as amended (with exception of paragraph 1.3.1 Owner-Builders) and subsequent amendments and ordinances related thereto. No reciprocity or certificates or registration shall be granted or transferred from the City to the County without the contractor first making application in accordance with County Ordinance Number 90-105, Part Two (Competency- Procedure).
  - iii) The County shall provide staff, supervision, equipment, and supplies necessary to issue all new and renewed contractor licenses covered under this agreement and provide all supervisory and investigative personnel necessary to investigate and prosecute unlicensed contractors before the applicable disciplinary boards, as well as investigate all related complaints.
- b) **Record Retention.** The County shall retain all records in accordance with Chapter 119, Florida Statutes and Section 6 herein.
  - c) **Reporting.** The County shall make available to the City licensing and investigation activities within the City within a reasonable timeframe.
  - d) **Contractor Licensing Board.** The County may refer disciplinary matters to the County's Contractors' Licensing Board. The City shall recommend least 1 voting member of the County's Contractor Licensing Board who then resides within the City's municipal boundaries. If the City does not provide a recommendation for the membership spot by the next regular City Council meeting after being notified by the County, at least one week in advance and in writing, of the vacancy, then the City will be deemed to have waived its option. The City shall have this membership option at the first membership vacancy and each successive member vacancy when the then makeup of the County's Contractor's Licensing Board does not have at least 1 voting member that the City has selected, post-vacancy.
- 5) **Code Enforcement Services.** The County shall provide code inspection services within the City as follows:
- a) **Enforcement of the Florida Building Code.**
    - i) Code enforcement services shall be limited to establishing compliance with the Florida Building Code.
    - ii) Code enforcement services by the County will commence upon adoption of a resolution or ordinance by the County and a resolution or ordinance by the City that the Collier County Consolidated Code Enforcement Ordinance will apply in the City of Everglades City to enforce the Florida Building Code and related

- provisions of the Florida Statutes and the Florida Administrative Code, as related to working without a required permit or working beyond the scope of the permit.
- iii) The County shall provide staff, supervision, equipment, and supplies necessary to provide Code Enforcement Services within the City. The County will, in cooperation with the City, provide all supervisory and investigative personnel to investigate and enforce noncompliance with the Florida Building Code and related provision of the Florida Statutes and the Florida Administrative Code, as related to building permits.
- b) **Record Retention.** The County shall retain all records in accordance with Chapter 119, Florida Statutes and Section 6 herein.
- c) **Reporting.** The County shall make available to the City code enforcement services activities within the City within a reasonable timeframe.
- 6) **Public Records.** Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the County on behalf of the City, the County shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the City to perform the work contemplated by this agreement; (b) upon request from the City’s custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion or termination of this agreement, and (d) if the City, in its sole and absolute discretion, requests a copy of all Public Records in possession of the County, the County shall duplicate and provide to the City, at no cost, all Public Records in possession of the County within one hundred and twenty (120) days of such request in a format that is accessible to the City
- 7) **Services provided by the City.** The City shall be responsible for the plan review, inspection, and enforcement of the City’s Land Development Code. The City shall be responsible for the plan review, inspection, and enforcement of the City’s Floodplain Management Ordinance No. 2017-5 for development exempt from the Florida Building Code within the City.
- 8) **Floodplain Management.** The City and the County shall coordinate floodplain management as follows:
- a) **Permitting.**
- i) The City shall be made aware of all building permit applications for buildings or structures within the special flood hazard area through the County’s permitting software.

- ii) The County shall provide permitting, plan review, and inspection services for the City's floodplain management ordinance 2017-5 as it relates to construction regulated by the Florida Building Code.
  - iii) The County shall not provide permitting, plan review, and inspection services for the City's floodplain management ordinance 2017-5 as it relates to construction exempt from the Florida Building Code, unless consultation is specifically requested by the City on a case-by-case basis.
- b) Substantial Improvement and Repair of Substantial Damage.**
- i) The City shall inform the County in writing of all past and ongoing substantial damage determinations within 30 days of the Effective Date. The County is not obligated to issue any permits until the City meets this requirement.
  - ii) Any substantial damage determination letters provided by the City after the Effective Date to property owners in the City shall be sent to the County before such letter is sent to the property owners.
  - iii) The City shall be responsible for communicating and reporting floodplain management information to FEMA and the State of Florida.
  - iv) The County shall make available to the City information regarding substantial damage determinations within the City within a reasonable timeframe.
  - v) The City shall be responsible for preliminary site inspections related to substantial damage.
  - vi) The City shall be responsible for letters sent related to substantial improvement and repair of substantial damage.
- 9) **Impact Fees.** This agreement does not supersede the "Interlocal Agreement Between Collier County and the City of Everglades Regarding Impact Fees," dated November 29, 2005, (the "Impact Interlocal") with regard to impact fees. The City agrees that as of the Effective Date of this interlocal agreement, the County will collect and retain all impact fees under the County's Consolidated Impact Fee Ordinance, codified in Chapter 74 of the Collier County Code of Laws and Ordinances, as it may be amended from time to time. All impact fees that came due prior to the Effective Date, however, shall continue to be governed by the Impact Interlocal.
- 10) **Office Space and permitting software.**
- a) The City shall provide, at no cost to the County, office space in City Hall, or in a similar facility, for the County staff to provide the services established in this interlocal agreement.
  - b) The County shall provide, at no cost the City, access to permitting software for up to three (3) City employees to perform plan review as established in this agreement.
- 11) **Fees.** Pursuant to City Ordinance 2018-2, the County shall collect the appropriate fees as established in the Growth Management Department Development Services Fee Schedule, Resolution No. 2017-251, as may be amended from time to time.
- 12) **Amendment.** This agreement may not be amended or modified except in writing, executed by the Parties.

- 13) **Assignment.** The terms and provisions of this agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- 14) **Notices.** All notices must be in writing and sent to the party's address stated above by certified mail, return receipt requested with required copy to the general counsel for each party.
- 15) **Dispute Resolution.** In the event of any dispute under this agreement, the parties shall first attempt to resolve such dispute by non-binding mediation, with each party paying equal costs for the mediation.
- 16) **Controlling Law and Venue.** This agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this agreement shall lie solely in the courts located in Collier County, Florida, and for any federal action shall lie solely in the United States District Court for the Middle District of Florida, Fort Myers Division.
- 17) **Entire Agreement.** This agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this agreement.
- 18) **Severability.** If any one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this agreement shall be treated as though the invalidated portion(s) had never been a part hereof.
- 19) **Representations and Warranties of City.** The City represents and warrants that:
  - a) The City is validly organized and exists as a municipality in the State of Florida and has full power and authority to carry on its business as presently conducted and as contemplated in this agreement.
  - b) The City has full power and authority to execute and perform the terms and provisions of this agreement. The execution and performance of the terms and provisions of this agreement does not violate any applicable provision of the City charter or other authorizing law, the City's ordinances, or state or federal laws or regulations, or other agreements or rules by which the City may be bound.
  - c) This agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.
- 20) **Representations and Warranties of County.** The County represents and warrants that:

- a) The County is validly organized and exists as a county in the State of Florida and has full power and authority to carry on its business as presently conducted and as contemplated in this agreement.
  - b) The County has full power and authority to execute and perform the terms and provisions of this agreement. The execution and performance of the terms and provisions of this agreement does not violate any applicable provision of law creating or authorizing the County, any rules of the County, or any state or federal regulations, or other agreements or rules by which the County may be bound.
  - c) This agreement has been duly executed and delivered by the County and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.
- 21) **Counterparts.** This agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
- 22) This agreement shall be recorded in the Public Records of Collier County.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the dates below.

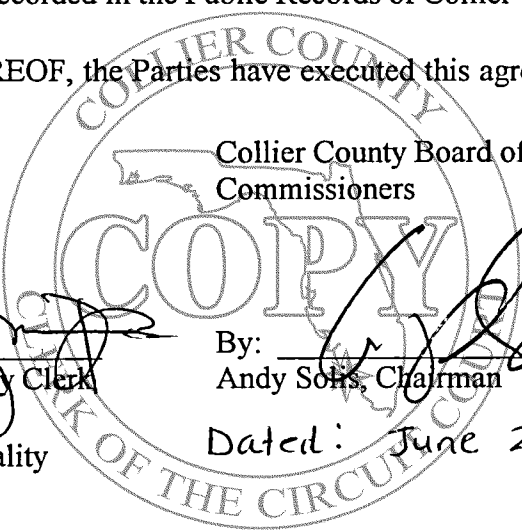
ATTEST:  
CRYSTAL K. KINZEL,  
INTERIM CLERK

Collier County Board of County  
Commissioners

By: [Signature]  
Attest as to Chairman's Deputy Clerk  
signature only.  
Approved as to form and legality  
for the County:

By: [Signature]  
Andy Solis, Chairman

Dated: June 26, 2018



[Signature]  
Jeffrey A. Klatzkow  
County Attorney

ATTEST:

City of Everglades City

By: [Signature]  
Dottie Joiner, City Clerk  
City of Everglades City

By: [Signature]  
Howell Grimm Jr., Mayor