

**INTERLOCAL AGREEMENT BETWEEN POLK COUNTY, FLORIDA
AND THE TOWN OF DUNDEE, FLORIDA,
REGARDING POLK COUNTY PROVIDING BUILDING OFFICIAL SERVICES,
BUILDING PLANS REVIEW SERVICES AND BUILDING INSPECTION SERVICES**

This Interlocal Agreement ("Agreement") made and entered by and between Polk County, a political subdivision of the State of Florida ("COUNTY"), and the Town of Dundee an incorporated municipality located in Polk County and incorporated under the laws of the State of Florida, ("MUNICIPALITY"), as follows:

RECITALS:

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act) authorizes the COUNTY and the MUNICIPALITY (collectively "Parties") to enter interlocal agreements to ensure the most efficient use of the Parties respective powers and to exercise, jointly, any power, privilege, or authority which such agencies share and which each might exercise separately; and

WHEREAS, both the MUNICIPALITY and the COUNTY have the power to inspect buildings, structures, and facilities in protection of the public health, safety, and welfare and to enforce the Florida Building Code pursuant to the provisions of Chapter 553, Florida Statutes; and

WHEREAS, the MUNICIPALITY is desirous, and the COUNTY can provide Building Official services, plans review services and building inspection services on behalf of the MUNICIPALITY; and

WHEREAS, the Parties recognize that such services benefit the citizenry at large.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Parties hereby agree as follows:

SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

SECTION 2: COUNTY RESPONSIBILITIES AND COSTS FOR SERVICE

- A. The COUNTY will provide Building Official services as needed at a rate of \$45.00 per hour, with a \$50.00 per week minimum charge if the MUNICIPALITY is utilizing the Accela software or \$100.00 per week minimum if the MUNICIPALITY is not utilizing Accela software. The MUNICIPALITY shall be responsible for the Building Official's minimum charge stated herein even if the Building Official service is not used for that week. The minimum charge covers phone calls and one meeting per week by the COUNTY. The MUNICIPALITY, at the sole discretion of the COUNTY, may be charged for Building Official's service and COUNTY costs that exceed the service covered by the minimum charge for any time the Building Official or COUNTY staff is used for any purpose including without limitations meeting with COUNTY staff, MUNICIPALITY Staff, or contractor regarding plans being reviewed by the COUNTY pursuant to this Agreement, onsite visits, travel to and from meetings or onsite visits, or costs and fees for defending legal actions or challenges to COUNTY determinations involving plans submitted pursuant to this Agreement or structures within the MUNICIPALITY.
- B. The Parties agree that the rates stated in Paragraphs 2(A), (C) & (D) may be changed by a written signed agreement between the Parties without the necessity of amending this Agreement.
- C. The COUNTY will, under the direction of COUNTY'S Building Official, review construction plans submitted to the MUNICIPALITY by a building permit applicant for the purpose of determining compliance with the Florida Building Code; the cost for Residential Plans Review shall be \$55.00 or 25% of the Building Permit Fee being charged by the MUNICIPALITY, whichever amount is greater. The cost for Commercial Plans Review shall be \$102.00 or 25% of the Building Permit Fee being charged by the MUNICIPALITY, whichever amount is greater.

- D. The COUNTY will complete all building inspections, as are necessary for approval of the residential and commercial construction sites, at a cost of \$35.00 per inspection.
- E. The COUNTY through the COUNTY'S Building Official shall be responsible for issuing Stop Work Orders pursuant to the Florida Building Code.
- F. The COUNTY will furnish to the MUNICIPALITY one user license for the Accela permitting software and one user license for the plan's submittal software at no charge.
- G. The COUNTY shall send an invoice to the MUNICIPALITY by the 10th (tenth) day of the month following the month the services were completed, or costs were accrued by the COUNTY. Failure of the COUNTY to submit an invoice for services or costs as provided for in this Section does not excuse the MUNICIPALITY from paying for the services or costs. Payment shall be due thirty (30) days from the date the invoice is received by the MUNICIPALITY.

SECTION 3: MUNICIPALITY RESPONSIBILITIES

- A. Permits will continue to be issued by the MUNICIPALITY and any fees due at the time of building permit issue will be collected by the MUNICIPALITY.
- B. The MUNICIPALITY will be responsible for coordinating any required inspections with the COUNTY.
- C. The MUNICIPALITY shall not issue a Certificate of Occupancy without the completion of all items on the Building Official's Checklist (provided by the COUNTY).
- D. Unless otherwise approved by the COUNTY, the MUNICIPALITY shall collect the building plans from the building permit applicant and submit the plans to the COUNTY.
- E. The MUNICIPALITY will be responsible for providing all hardware and software necessary to properly run the Accela permitting software and the plans submittal software, including the cost of the internet connection.
- F. The MUNICIPALITY shall send payment to the COUNTY within thirty (30) days of receiving an invoice. The MUNICIPALITY'S payment for service shall not be

conditioned on receiving payment from a building permit applicant and the MUNICIPALITY shall be responsible for payment to the COUNTY even if the MUNICIPALITY does not receive payment from the building permit applicant.

- G. The MUNICIPALITY shall be responsible to reimburse the COUNTY for any costs and fees, including attorney fees that are expended by the COUNTY in any legal actions or defending determinations involving structures or plans for structures within the MUNICIPALITY. Without waiving sovereign immunity pursuant to Florida Statutes Section 768.28, the MUNICIPALITY will hold the COUNTY harmless and indemnify the COUNTY from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the MUNICIPALITY, its agents, or its employee's failure to comply with the provisions of this Agreement and/or its negligent acts or omissions, to the extent permissible by Florida Law.
- H. The MUNICIPALITY shall continue to be responsible for enforcement of the Florida Building Code through the MUNICIPALITY'S enforcement board, special magistrate, or other boards or entities that have the jurisdiction over the enforcement of the Florida Building Code within the MUNICIPALITY. The COUNTY through its Building Official shall assist the MUNICIPALITY in the enforcement of the Florida Building Code.

SECTION 4: TERM OF THE AGREEMENT

The term of this Agreement shall begin on May 6, 2025 and shall remain in effect for a minimum of one year and after that one year period may be terminated by either party as provided herein. This Agreement may be terminated by either party with or without cause upon ten (10) days written notice to the other party of this Agreement. Unless otherwise directed by the MUNICIPALITY, in writing, the COUNTY shall complete the plans review, building inspection and continue to provide Building Official services for those building plans submitted to the COUNTY prior to the termination. The MUNICIPALITY shall remain responsible for payment of services provided by or costs incurred by the COUNTY both before and after the termination of this Agreement for

any services provided in response to building plans submitted by the MUNICIPALITY prior to the termination of this Agreement.

SECTION 5: NOTICES

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight, and coordination in the performance of this Agreement.

TO COUNTY:

POLK COUNTY
C/o County Manager
330 West Church St
Bartow, Florida 33830

TO MUNICIPALITY:

TOWN OF DUNDEE
C/o City Manager
202 East Main Street
PO Box 1000
Dundee, Florida 33838

w/copy to:

Building Division Director
P.O. Box 9005, Drawer
GM02 Bartow, FL 33831-
9005

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement. Designation shall be by written, certified, return receipt U.S. Mail, facsimile transmission, or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or

(ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

SECTION 6: GENERAL PROVISIONS

- A. **Waiver:** Failure of the Parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the Parties written consent. Any such waiver by the Parties in one instance shall not constitute a waiver of subsequent default unless it specifically states so in the written consent.
- B. **Modification:** Except as otherwise specifically provided in this Agreement, this Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by the Parties.
- C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. The Parties hereby irrevocably (i) agrees that any suit, action or other legal proceeding with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections relating to the venue of any such suit, action or proceeding in any of the courts referred to in this Section or to service of any writ, summons or other legal process in accordance with applicable law.
- D. **Employee Status:** Persons employed by the COUNTY or the MUNICIPALITY, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.
- E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the Parties but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

- F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the Parties pertaining to the subject matter of this Agreement are hereby mutually terminated.
- H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.
- I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the Parties to combine their individual departments into a single department to provide the services encompassed by this Agreement. In addition, it is the intent of this Agreement that the Parties shall always act as independent governmental entities.

**(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: The Town of Dundee, through its City Commission, signing by and through its Mayor, authorized to execute same Commission action on the _____ day of _____, 2025 and by Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2025.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY BOARD OF
COUNTY COMMISSIONS**

By: _____
Deputy Clerk

By: _____
Rick Wilson, Chairman

Approved as to form and correctness:

By: _____
County Attorney's Office

ATTEST:

TOWN OF DUNDEE, FLORIDA

By: _____
Erica Anderson, City Clerk

By: _____
Samuel Pennant, Mayor

Approved as to form and correctness:

By: _____
_____, City Attorney