

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between **LEVY COUNTY**, a political subdivision of the State of Florida (the "County") and the **TOWN OF BRONSON**, a municipal corporation of the State of Florida (the "Town"). The County and Town are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 553, Florida Statutes (herein "Chapter 553"), the Florida Building Code has been adopted by the Florida Building Commission (herein the "Florida Building Code") to uniformly regulate the design, construction, erection, alteration, modification, repair, or demolition of public or private buildings, structures, or facilities throughout the State of Florida;

WHEREAS, the NFPA 70 National Electrical Code (the "NFPA 70") is a comprehensive set of safety standards for electrical installations in the United States;

WHEREAS, the NFPA 101 Life Safety Code (the "NFPA 101") is a comprehensive set of safety standards for minimizing dangers from fire, smoke, heat and toxic gases in buildings in the United States;

WHEREAS, the provisions of the Florida Building Code, NFPA 70 and NFPA 101 have been adopted by reference into the Levy County Code of Ordinances, and are enforced by the County Development Services Division within the unincorporated area of the County;

WHEREAS, pursuant to the provisions of Chapter 320, Florida Statutes, and Chapter 15C-2, Florida Administrative Code (the "Mobile Home Regulations") installation, alterations or modifications to mobile homes throughout the State must be performed by qualified persons (as defined in Section 320.8245, Florida Statutes) pursuant to rules and regulations adopted by the Florida Department of Highway Safety and Motor Vehicles, that are applicable throughout the State of Florida;

WHEREAS, the County has established a Development Services Division and has employed a full time Building Official who is qualified to enforce and administer the Florida Building Code, NFPA 70, NFPA 101 and Mobile Home Regulations, both personally and through duly authorized building inspectors under his supervision and direction; and

WHEREAS, pursuant to the authority granted in Section 163.01, Florida Statutes, the parties desire to make the most efficient use of their powers by entering into this Interlocal Agreement under which the County will enforce and administer the Florida Building Code, NFPA 70, NFPA 101 and Mobile Home Regulations within the incorporated area of the Town, without the necessity for the Town to employ or contract persons to perform those services.

NOW, THEREFORE, in exchange of mutual consideration acknowledged hereby, it is mutually agreed between the parties as follows:

1. **JURISDICTION.** The unincorporated area of the County and the incorporated area of the Town, shall constitute a building code enforcement district pursuant to Section 553.80(2), Florida Statutes (the "District"). The Parties agree that the boundaries of the District may expand in the event the County enters into an agreement for enforcement and administration of the Florida Building Code within the boundaries of any other municipality within the County. The Town agrees to any such expansion of the District without the need for an amendment to this Agreement. The parties agree that the Board of County Commissioners of the County shall act as the governing board of the District for the limited purposes described in Section 553.80, Florida Statutes. Terms used in this Agreement shall have the meanings as set forth in Chapter 553, unless the context otherwise clearly requires.

2. **SCOPE OF SERVICES; EXCLUSIONS.**

(a) At the County Development Services Division office in Bronson, Florida, the County will accept and process applications for development within the District that is subject to the Florida Building Code, NFPA 70, NFPA 101 and the Mobile Home Regulations.

(b) Within the District, the County will enforce and administer the Florida Building Code as described and contemplated in Chapter 553 for local governments, which shall include the review and issuance of building permits, related inspections, plans review, and enforcement of applicable provisions of the Florida Building Code and Chapter 553. .

(c) Within the District, the County will enforce and administer the Mobile Home Regulations for alterations or modifications to mobile homes.

(d) Within the District, the County will enforce and administer the NFPA 70 and NFPA 101.

(e) The County will not perform damage assessments or Floodplain Management Services.

3. **FEES; COMPENSATION.** For all development applications subject to the Florida Building Code, NFPA 70, NFPA 101 or the Mobile Home Regulations:

(a) The County will collect permit fees as set forth in Section 1 of Appendix B of County Code. The fees collected will constitute the compensation to the County for the Services rendered pursuant to this Agreement.

(b) The County will collect and remit impact fees pursuant to the Educational System Impact Fee Agreement dated July 22, 2008 and the EMS Impact Fee

Agreement dated June 17, 2017.

- (c) The County will collect interim non-ad valorem assessments (if any) and any other fees or charges due to the County for development applications processed pursuant to this Agreement.
- (d) The County will not collect any impact fees, assessments or other charges due to the Town. The collection of any Town fees, assessments or other charges remains the sole responsibility of the City.

4. DUTIES OF BUILDING OFFICIAL. The County Building Official shall serve as the Building Official for the District. The County's duly authorized building inspectors, acting under the supervision and direction of the County Building Official, are authorized to provide services pursuant to this Agreement within the District. The appeal of any decision of the Building Official in the District shall be handled in accordance with County process and procedures (if any).

5. TOWN CODES AND REGULATIONS. Administration and enforcement of Town planning and zoning or any other Town requirements, regulations or codes applicable within the municipal boundaries of the Town that are not governed by the Florida Building Code, the NFPA 70, NFPA 101 or the Mobile Home Regulations, or the Flood Damage Prevention Codes will remain the sole responsibility of the Town. The Town shall provide the County's Development Services Director with the name of the individual(s) serving as the Town's Planning and Zoning Administrator. The County will not issue a Permit for development within the municipal boundaries of the Town under this Agreement unless the Town's Planning and Zoning Administrator has furnished written evidence that the proposed development complies with the Town's planning and zoning and other applicable Town requirements, regulations or codes.

6. RECORDS. The County Development Services Division will maintain records, as required by State law, of all permit applications, permits issued, inspections, and related activities performed by the Department in connection with this Agreement. Said records shall be available to the Town for inspection upon request.

7. LEGAL EXPENSES. In the event legal expenses, including attorney fees and costs in connection with any claim, loss, damage, or action or appeal that may be filed, are incurred by the County as a result of the services performed by County hereunder, the Town shall be responsible for payment of all such legal expenses.

8. SOVERIGN IMMUNITY. The parties hereby incorporate Sections 768.28 and 163.01(9)C., Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. The parties intend that the District shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the

doctrine of sovereign immunity or by operation of law.

9. TERM OF AGREEMENT; TERMINATION. The term of this Agreement shall begin on the date of filing with the Clerk of the Circuit Court of Levy County and shall continue until terminated by either party. Either party may terminate this Agreement by providing written notice, 30 calendar days in advance of the date of termination, to the other party. In addition, upon termination, the terminating party shall provide written notice of the termination to the State of Florida Department of Business and Professional Regulation.

10. NOTICES. All notices required under this Agreement to be delivered to a party shall be directed to the party at the following address:

For the County: Development Services Director
310 School Street, Suite 112
Bronson, FL 32621

For the City: Mayor
PO Box 266
Bronson, FL 32621

11. APPLICABLE LAWS, RULES, REGULATIONS, POLICIES. Any code, ordinance, statute, law, rule, regulation, resolution, or permit or fee schedule referenced, identified, or defined in this Agreement will be interpreted and applied to mean such code, ordinance, statute, law, rule, regulation, resolution, or permit or fee schedule as the same may be amended from time to time.

12. COOPERATION. The Parties agree to cooperate with each other throughout the term of this Agreement in order to provide efficient and effective services as contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused their names and signatures to be affixed hereto by their authorized officers.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

ATTEST: Clerk of the Circuit Court
And Ex-Officio Clerk to the Board

Desiree Mills, Chair

Matt Brooks, Clerk

Approved as to form and legal sufficiency

Nicolle Shalley, County Attorney

TOWN OF BRONSON

ATTEST:

_____, Mayor

_____, Town Clerk

Approved as to form and legal sufficiency

_____, Town Attorney