

AMENDED AND RESTATED INTERLOCAL AGREEMENT

**BETWEEN OKALOOSA COUNTY AND THE CITY OF NICEVILLE
FOR BUILDING INSPECTION SERVICES**

This Amended and Restated Interlocal Agreement is made and entered into this 18th day of October, 2023 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF NICEVILLE**, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, in 2010 the County and City entered into an Interlocal Agreement for the County to provide Building Inspection Services to the City on an as-needed basis ("Interlocal Agreement"); and

WHEREAS, the parties desire to amend and restate certain provisions of the Interlocal Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Scope of Services. The County agrees to provide the following services to the City:

(a) The County will provide, through the Building Inspection Division of the Growth Management Department, building plans examination, inspections of all new installations and construction and re-inspections of all installations and construction in accordance with the adopted Florida Building Codes and regulations.

(b) The County will provide plan reviews, issue building and other applicable permits and issue Certificates of Occupancy for construction activity in accordance with the adopted Florida Building Codes and regulations.

(c) The County will conduct and perform all Florida Building Code enforcement actions regarding complaints against contractors or builders before or after the permit has been issued. These matters shall be investigated, and actions taken, if necessary.

(d) The County's Code Enforcement Division shall inform the City's Code Enforcement Division, in writing, within ten (10) days of any and all complaints and actions taken by the County within the City limits.

Section 3. Fee. The County shall collect \$75 per trade for all inspections provided, and \$70 per hour for plans review, customer consultation, signing certificates of occupancy, and other duties performed in the capacity of the building official. The County shall prepare a

weekly bill that shall be delivered to the City via email. These fees shall take effect upon signing by the Chairman of the Board of County Commissioners. Costs incurred by the County prior to October 18, 2023 shall be compensated as provided in the predecessor agreement, Contract C10-1829-GM, between Okaloosa County and the City of Niceville.

Section 4. Reporting. Upon request by the City, the County shall provide a list of all inspections, permits, certifications of occupancy and letters of completion issued pursuant to this Agreement.

Section 5. Sovereign Immunity. The parties agree to be fully responsible for the acts and omissions of their agents and employees and nothing herein shall be construed as a waiver of either party's sovereign immunity under section 768.28, Florida Statutes.

Section 6. Term and Termination. This term of this Agreement shall commence upon full execution and shall remain in effect unless terminated by either party. The Agreement is intended to enable the County to provide building department services for any length of time as may be requested by the City and approved by the County. The cessation of the provision of building department services as provided herein does not terminate the Agreement as the need may reoccur. The County agrees to provide building department services, as well as cease providing such services, upon written request by the City.

Section 7. Notice. Any notice or document required to be delivered under this Agreement shall be in writing and shall be sent to the addresses set forth below:

As to the County:

County Administrator
Okaloosa County
1250 N. Eglin Pkwy
Suite 102
Shalimar, Florida 32579


As to Niceville:

City Manager
City of Niceville
208 N. Partin Drive
Niceville, Florida 32578

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.


ATTEST:

CITY OF NICEVILLE


Dan Doucet, City Clerk

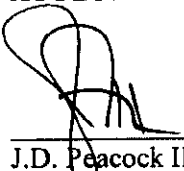
By: 
Dan Henkel, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Attorney for City of Niceville
Dixie DAN Bull

BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA

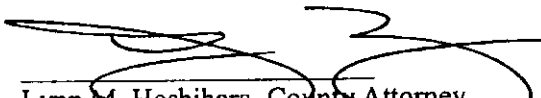
ATTEST:


J.D. Peacock II, Clerk



By: 
Robert A. "Trey" Goodwin, III, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Lynn M. Hoshihara, County Attorney

