



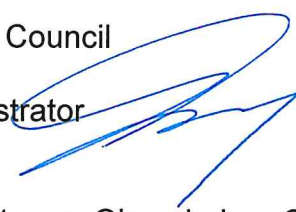
CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372
www.cityofokeechobee.com
Office of the City Administrator
Direct Line: 873-763-9812

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Wes Abney
Monica Clark
Bob Jarriel
Bobby Keefe

MEMORANDUM

TO: Mayor Watford and City Council

FROM: Gary Ritter, City Administrator 

Re: Additional Agenda Item
Interlocal Agreement between Okeechobee County and the City of
Okeechobee for Building Plan Review, Permitting, and Inspections
Services for the Okeechobee County Jail Project

DATE: November 16, 2021

Please add the following item to the November 16, 2021 City Council Meeting Agenda:

Discuss a proposed interlocal agreement provided by the County that would result in a transfer of permitting and inspections for the Jail from the City to the County.

Background:

The County is in the process of beginning construction on a multi-year, multi-million-dollar jail complex estimated at a cost of over \$80 million. Construction on the first phase is roughly \$22 million.

The Jail is within the City limits and normally all permitting and inspections would be conducted by our City Building Inspector. The City's fees for permitting and inspections would likely be in excess of \$100,000 once completed. Because of the complexity of this project the City does not have the expertise to handle this type of permitting and inspections. Therefore, the County has proposed an interlocal agreement that would transfer all permitting and inspection responsibilities to the County, providing reporting and documentation to the City on an as-needed basis.

**Interlocal Agreement between Okeechobee County and the City of Okeechobee
for Building Plan Review, Permitting, and Inspection Services
for Certain County Facilities within the City Limits of the City of Okeechobee**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into between Okeechobee County (“the County”), a political subdivision of the State of Florida whose address is 304 NW 2nd Street, Okeechobee, FL 34972, and the City of Okeechobee (“the City”), a municipal corporation organized and existing under the laws of the State of Florida whose address is 55 SE 3rd Ave, Okeechobee, FL 34974, hereinafter collectively referred to as the “Parties”.

W I T N E S S E T H

WHEREAS, the County is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency’s authorized functions, and

WHEREAS, Section 163.01, Florida Statutes, authorizes the exercise by agreement between two or more public agencies of any power common to them; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Chapters 125 and 163, Florida Statutes and other applicable law; and

WHEREAS, the County plans to construct new County-owned facilities, and to repair and rehabilitate portions of existing County-owned facilities, namely the Okeechobee County Jail, the Okeechobee County Sheriff’s offices and facilities, and related buildings, structures, facilities, and improvements, located on or serving Parcel ID No. 3-15-37-35-0010-00950-0070 (the “Facilities”), lying within the municipal limits of the City; and

WHEREAS, the County, through its staff and contractors, is fully capable of conducting plan review, permitting, and inspections relating the Facilities: and

WHEREAS, the County and the City have determined that it is in the best interests of the Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the premises, mutual covenants, and representations contained herein, constituting good and valuable consideration, the County and the City agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Section 2. Plan Review, Permitting, and Inspections Conducted by County for Facilities.

- A. The County shall be solely responsible for performing and shall perform all necessary building plan review, permitting, and inspections with respect to the Facilities, in

accordance with the Florida Building Code, Florida Fire Prevention Code and any other applicable construction related codes.

- B. The County shall be solely responsible for performing and shall perform inspections relating to all permit applications reviewed and processed by the County with respect to the Facilities.
- C. The County shall be solely responsible for issuing and shall issue all required permits and the certificates of occupancy with respect to the Facilities.
- D. The County agrees to maintain strict adherence with applicable codes, ordinances, and statutes related to permitting, including all applicable provisions of the City of Okeechobee Land Development Regulations, with respect to the Facilities.
- E. The County shall not be subject to any City fees with respect to building plan review, permitting, and inspections conducted by the County with respect to the Facilities.

Section 3. Effective Date, Term, and Termination. This Interlocal Agreement and any subsequent amendment hereto shall be effective upon signing by both of the parties and recording with the Okeechobee County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes. The term of this agreement shall be indefinite and shall continue until terminated by mutual agreement of the parties.

Section 4. Indemnification/Sovereign Immunity. Except as otherwise specifically provided in the Agreement, neither party shall be liable for the negligent or wrongful acts of the other party in the performance of this Agreement. Nothing in this Section is intended to serve as a waiver of each of the Parties' respective sovereign immunity.

Section 5. Notices. Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this Agreement shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of County and City as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

County:
Okeechobee County
Attn: County Administrator
304 NW 2nd Street
Okeechobee, Florida 34972

City:
City of Okeechobee
Attn: City Administrator
55 SE 3rd Avenue
Okeechobee, FL 34974

Section 6. Public Records.

- A. Pursuant to section 119.0701, Florida Statutes, the County and the City shall:

- i. Retain all records in accordance with Chapter 119.
 - ii. Keep and maintain public records required in order to perform the Agreement's requirements.
 - iii. Upon request from the City or County custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in State Statute or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
 - v. If the County or City, in their respective sole discretion, requests a copy of all public records in possession of the other party, the County or City shall duplicate and provide to the records, at no cost, all public records in possession within a reasonable amount of time and in a format that is accessible.
- B. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: LANE GAMIOTEA, CMC, CITY CLERK, (863) 763-3372, EXT. 9814, LGAMIOTEA@CITYOFOKEECHOBEE.COM, 55 SE 3RD AVE., OKEECHOBEE, FL 34974.**
- C. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.**

Section 7. Third Parties. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.

Section 8. Entire Agreement. This Agreement, including attachments hereto, if any, constitutes the entire agreement between the City and the County. No change will be valid, unless made by supplemental written agreement, executed and approved by the parties.

Section 9. Headings. The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.

Section 10. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

Section 11. No Construction against Preparer. This Agreement has been prepared jointly by the County and the City and their respective professional advisors. The County, City and their respective professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the County or City or against the County or City merely because of their respective efforts in preparing it.

Section 12. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Florida, and venue shall be in the Nineteenth Judicial Circuit in Okeechobee County, Florida. Each party waives any defense of improper or inconvenient venue as to the stated court and consents to personal jurisdiction in the stated court.

Section 13. Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated concurrent or subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives.

APPROVED this ____ day of _____ 2021, by the Okeechobee County Board of County Commissioners.

**Okeechobee County, a political subdivision of
the State of Florida**

By: _____

Terry W. Burroughs, Chairman
Board of County Commissioners

Attest:

Jerald D. Bryant, Clerk of the Circuit Court
and Comptroller

Approved as to Form and Legality for
Okeechobee County:

Wade Vose, County Attorney

APPROVED this ____ day of _____ 2021, by the Okeechobee City Council.

**City of Okeechobee, Florida, a municipal
corporation of the State of Florida**

Attest:

By: _____
Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

Approved as to Form and Legality for
Okeechobee County:

John J. Fumero, City Attorney