

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF VENICE, NORTH PORT,
SARASOTA, AND PUNTA GORDA; THE COUNTIES OF CHARLOTTE, AND
SARASOTA; AND THE TOWN OF LONGBOAT KEY**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (hereinafter referred to as "North Port") , the City of Venice, Florida, a municipal corporation of the State of Florida (hereinafter referred to as "Venice"), the City of Sarasota, Florida a municipal corporation of the State of Florida (hereinafter referred to as "City of Sarasota"), the city of Punta Gorda, Florida, a municipal corporation of the state of Florida (hereinafter referred to as "Punta Gorda"), the Town of Longboat Key, Florida a municipal corporation of the State of Florida (hereinafter referred to as "Longboat Key"), Sarasota County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Sarasota County"), and Charlotte County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, North Port, Venice, City of Sarasota, Punta Gorda, Sarasota County, Longboat Key, and the County, (hereinafter referred to collectively as "the Parties") are authorized to enter into interlocal agreements, pursuant to Chapter 163, Florida Statutes; and

WHEREAS, local governments have a duty to enforce their respective building codes through adequate inspection and plan reviews to facilitate permitting; and

WHEREAS, the parties have in the past experienced severe revenue shortfalls caused by a local construction downturn, resulting in diminished fee income; and

WHEREAS, the Parties desire to maintain quality services despite budget reductions or staffing issues; and

WHEREAS, the Parties recognize the need for mutual cooperation to fulfill their combined responsibility; and

WHEREAS, Section 468.617, Florida Statutes, anticipates and allows for the use of another jurisdiction's building code department's personnel to perform building inspections, plan reviews or other building code administrative services; and

WHEREAS, the Parties desire to enter into an interlocal agreement providing for said cooperation between the Parties respective building departments.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, North Port, Venice, City of Sarasota, Punta Gorda, Longboat Key, Sarasota County, and the County hereby agree as follows:

1. PURPOSE: The purpose of this Interlocal Agreement is to provide for the reciprocal use, by any party to this Agreement, of the building code department personnel of another party to facilitate and assist one another in fulfilling their respective duties, as needed, by performing building inspections, plan reviews and other necessary building code administrative services.
2. DEFINITIONS:
 - a. *Sending Party* means the party to this Agreement whose personnel are performing services on behalf of another party under this Agreement.
 - b. *Receiving Party* means the party to this Agreement on whose behalf services are being performed under the terms of this Agreement.
 - c. *Designated Contact Person(s)* means the local building code official or his/her designee.
3. REQUESTS FOR SERVICES: Any requests for services pursuant to this Agreement shall be made via email to the Designated Contact Person(s) for each jurisdiction.
 - a. The requests shall entail the scope of the work to be performed, including the location of the work to be performed.
 - b. If travel time is required, the Receiving Party shall provide local area maps and/or directions to the sending party.
4. REIMBURSEMENTS: Each party shall pay the other all costs associated with the work performed by the Sending Party's personnel under this Agreement.
 - a. All operating expenses in the performance of services under this Agreement will be based on the operating budget of the Sending Party in place at the time of the rendered service.
 - b. Calculations are to be based on an expressed per minute and hour rate constituting actual costs, including travel time, and taking into account the salary and benefits of the personnel performing the services.
 - c. All associated travel costs, including mileage, will be calculated at the rate of the Sending Party in place at the time of rendered service on a per mile basis including travel from the Sending Party's home office.
 - d. Upon completion of the requested services, the Sending Party shall invoice the Receiving Party for all associated costs in performing said services based on the rates authorized and calculated herein. The invoices shall be detailed as to the nature of the services performed with time and associated costs listed as line items.

- e. The Receiving Party shall remit payment of the invoiced amount to the Sending Party in accordance with section 218.70 Florida Statutes, the Florida Prompt Payment Act.
5. ENTIRETY AND AMENDMENT: The Agreement embodies the entire Agreement between the Parties and shall be amended or modified only by an instrument of equal formality executed by all Parties.
6. APPLICABLE LAW: This Agreement and the provisions contained herein shall be construed, controlled, and interpreted, according to the laws of the State of Florida.
7. ASSIGNMENT: This Agreement shall be binding on the Parties, their representatives, successors and assigns. No party shall assign this Agreement or the rights or obligations hereof to any other person or entity without the prior written consent of the other parties.
8. THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a party hereto.
9. DISPUTES: Any disputes involving litigation between the Parties shall be subject to the provisions of Chapter 164, Florida Statutes.
10. TERMINATION: This Agreement may be terminated, without cause, by any party upon thirty (30) days prior written notice to the other Parties.
11. SEVERABILITY: If any party of this Agreement is found invalid or unenforceable by any court, such invalidity, or unenforceability, shall not be deemed to affect the other parts of this Agreement, so long as the rights and responsibilities of the Parties are not materially prejudiced, and the intentions of the Parties continue to be in effect.
12. EXECUTION: This Agreement shall be executed in seven (7) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.
13. EFFECTIVE DATE: This Agreement shall take effect upon the filing of the fully executed copies with the Circuit Court of Sarasota and Charlotte County.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers, attested to by their respective clerks and its official seal affixed, as of the dates set forth below.

PASSED AND DULY ADOPTED this 9th day of September 2025.

BOARD OF COMMISSIONERS
OF CHARLOTTE COUNTY FLORIDA

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger Eaton, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk
Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR24-0682_____

Approved by the City Commission of the City of North Port, Florida on _____, 2025

CITY OF NORTH PORT, FLORIDA

By: _____

PHIL STOKES
Mayor

ATTEST:

By: _____
HEATHER FAUST, MMC
CITY CLERK

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

ATTEST:
Venice City Clerk

By: _____
Deputy Clerk

Date: _____

CITY OF VENICE, FLORIDA

BY: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Venice City Attorney

ATTEST:
Sarasota City Clerk

By: _____
Deputy Clerk

Date: _____

CITY OF SARASOTA, FLORIDA

BY: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Sarasota City Attorney

BOARD OF COMMISSIONERS
OF SARASOTA, COUNTY FLORIDA

By: _____
Chairman

ATTEST:
Karen E. Rushing, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk
Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
County Attorney

ATTEST:
Punta Gorda, City Clerk

By: _____
Deputy Clerk

Date: _____

CITY OF PUNTA GORDA, FLORIDA

BY: _____
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
City Attorney

ATTEST:
Longboat Key, Town Clerk

By: _____
Town Clerk

Date: _____

TOWN OF LONGBOAT KEY, FLORIDA

BY: _____
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Town Attorney