



Board of County Commissioners

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF MANAGEMENT & BUDGET

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Suzanne Gable
Director

Marcian Brown
Acting
Budget/Management
Supervisor

John D. Johnson
Grants/Contracts
Coordinator

October 1, 2002

MEMORANDUM

To: Rick Wolf, Director
Codes Enforcement

From: John Johnson, Grants/Contracts Coordinator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the Board of County Commissioners on September 24, 2002**

Enclosed please find one original of the document referenced below which was approved by the Board on the date referenced above. Attached is a copy of page one of the recorded document.

HAWTHORNE, CITY OF

Interlocal Agreement for Building Permit and Inspection Services

Term: October 1, 2002 - September 30, 2003

(Automatically renewed after the initial year)

Amount: Permit fees per County Fee Schedule

Account: 410-6500-322.00-00

Please forward the original document and the copy of page one to the vendor and keep a copy for your files. Thank you for your assistance.

cc: OMB
F&A



#5419
CM - Codes
Auto Renewal

INTERLOCAL AGREEMENT BETWEEN ALACHUA
COUNTY AND THE CITY OF HAWTHORNE
FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT, made and entered into this 24 day of September, 2002, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Hawthorne, a municipal corporation, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, the County has established, through its Office of Codes Enforcement, a regular program of inspecting and enforcing building, electrical, energy, gas, mechanical, and plumbing codes, and can provide similar services in the City; and,

WHEREAS, the City does not have either facilities or certified personnel available to issue building permits and make building inspections, nor to handle the enforcement of the various building codes, and desires to have the County assist the City with these functions, and the City is willing to allow the County to recover the cost involved in making such inspections, issuing building permits, and handling the enforcement of the building codes;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other, the City and County hereby agree as follows:

Section 1. Term. The initial term of this agreement shall be from October 1, 2002, through and including September 30, 2003. The parties agree that this

agreement shall be automatically renewed for one year terms (from October 1 through and including September 30) unless terminated as otherwise provided herein.

Section 2. Applicable Code Requirements. The **Florida Building Code** (the Code), adopted and updated by the Florida Building Commission which became effective March 1, 2002 is the applicable code. The Code is compiled in four volumes with the National Electrical Code adopted by reference. The four volumes are: Building, which includes energy, accessibility and state agency regulations; Plumbing; Mechanical; and Fuel Gas. The first edition and future updates and editions supersede all previous codes upon adoption by the Florida Building Commission and do not require adoption by local jurisdictions. The Code is mandated by the State of Florida. Minimum requirements for permitting, plans review and inspections are hereby established by the Florida Building Code effective March 1, 2002.

Section 3. Duties.

1. The City shall designate the County as the agency of government to issue building permits and collect the fees to cover the cost of plan review, inspections, and administration of said permits.

2. The County agrees to provide personnel necessary to perform building inspections, plan review, issue permits, and provide adequate administration, implementation, and enforcement of the Code described in Section 2 of this agreement.

Section 4. Personnel. It is expressly recognized that personnel performing services pursuant to this agreement shall at all times be deemed employees of the County and shall be governed by the County's pay plan, personnel policies and procedures, and labor contracts where applicable. Employees will receive County

paychecks and fringe benefits.

Section 5. Termination. Either party may terminate this agreement without penalty and without cause upon providing the other party with a minimum of ninety (90) days' written notice.

Section 6. Modification. This agreement may be modified at any time by mutual written agreement of the parties.

Section 7. Recording of Agreement. Upon execution of this agreement by both parties, the County will record this agreement in the Public Records of Alachua County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

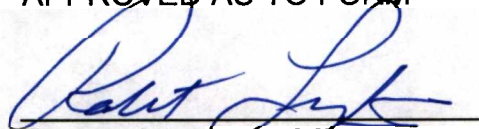
By: 
Robert Hutchinson, Chair
Board of County Commissioners

ATTEST:



J.K. "Buddy" Irby, Clerk

(SEAL)

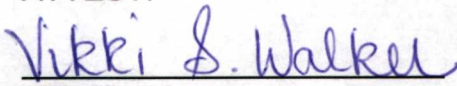
APPROVED AS TO FORM


County Attorney's Office

CITY OF HAWTHORNE

By: 
John Martin, Mayor


ATTEST:


Vikki S. Walker
City Manager

(SEAL)

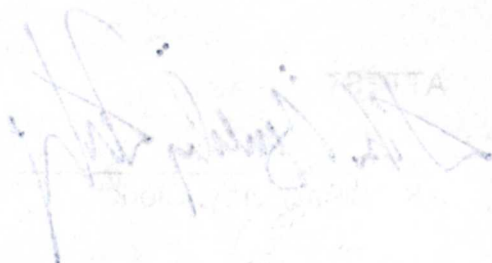
IN WITNESS WHEREOF, the parties have signed this agreement on the day and place first above written.


IN WITNESS WHEREOF, the parties have signed this agreement on the day and place first above written.

BY: 
Robert H. Johnson
Mayor of County, California

ATTEST: 
County Clerk

IN WITNESS WHEREOF, the parties have signed this agreement on the day and place first above written.

ATTEST: 
City Clerk

ATTEST: 
City Manager
(SEAL)

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

AGENDA SECTION:		ITEM #:	
MEETING DATE: September 24, 2002	DATE COMPLETED: September 4, 2002	TIME CERTAIN: N/A	
ITEM DESCRIPTION: Interlocal Agreements for Building Plan Review, Permitting, and Inspection Services for Five Municipalities			
REQUESTED BY: Rick Wolf	ORIGINATING DEPARTMENT: Growth Management	PREPARED BY: Rick Wolf	
		PREPARER'S PHONE #: 374-5248	
DOCUMENT(S) REQUIRING ACTION: Five Interlocal Agreements found attached.			AMOUNT: Permit fees as per County Fee Schedule

EXECUTIVE SUMMARY:

Interlocal Agreements for Alachua County to provide Building Plan Review, Permitting, and Inspection Services to the Cities of Archer, Hawthorne, High Springs, Lacrosse and Micanopy.

BACKGROUND:

Alachua County has provided building inspection services for many years by contract to certain municipalities including Archer, Hawthorne, High Springs, Lacrosse and Micanopy. The five attached interlocal agreements will provide for these services to be continued by the Alachua County Department of Growth Management, Office of Codes Enforcement for Archer, Hawthorne, High Springs, Lacrosse, and Micanopy. These five interlocal agreements as proposed have a term of one year from October 1, 2002 through September 30, 2003, with an automatic renewal clause for one year terms unless terminated as provided in the agreement. Termination requires a ninety day written notification prior to termination.

ISSUES:

Historically, the interlocal agreements were approved with a one year term limit and renewed annually by the municipal governing bodies and Alachua County Board of County Commissioners. This was because the contracts were updated to include the latest mandated State building codes and any adjustments in the fee schedule charges for those municipalities paying on a per inspection basis. Now that the Florida Building Code is in effect, there is no requirement for annual adoption of the state mandated building codes and the current Florida Building Code is mandated state-wide. The five municipalities are now contracting the full building plan review, permitting, and inspection services with charges made directly to the applicant in accordance with the Alachua County Fee Schedule for building permits, and paid directly to the County. This has allowed the ability for an automatic renewal clause for one year terms instead of annual approval.

ACTION

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|------------------------|---|
| Recommendation: | That the Board of County Commissioners approve the five interlocal agreements for Archer, Hawthorne, High Springs, Lacrosse, and Micanopy to provide building plan review, permitting, and inspection services for these local governments by Alachua County, and authorize the Chair to sign the agreements. |
| Alternative #1: | That the Board of County Commissioners not approve the five interlocal agreements and discontinue the provision of building plan review, permitting, and inspection services to the five municipalities. |

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

FISCAL IMPACT

Recommendation: Revenues received as per Alachua County Fee Schedule for Building Permits.

Alternative #1: No fiscal impact.

Funding Sources: Codes Enforcement Enterprise Fund

Account Code: 410-6510-322.00-00

ATTACHMENTS: Five Interlocal Agreements

SUGGESTED REFERENCE MATERIAL:

<i>REW. [Signature]</i> DEPARTMENT DIRECTOR	<i>[Signature]</i> OMB & CONTRACTS	<i>[Signature]</i> AGENDA OFFICE	LEGAL	<i>[Signature]</i> COUNTY MANAGER
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COMMISSION ACTION:

Approved: _____ **Denied:** _____

Additional Action: _____

REVISED December 14, 2001