

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR BUILDING AND FIRE CODE REGULATION AND ADMINISTRATION**

This Interlocal Agreement is entered into this _____ day of _____, 2010, between the City of Saint Marks, Florida (the "City"), and Wakulla County, Florida (the "County") (collectively referred to herein as the "Parties").

WHEREAS, section 163.01, Florida Statutes, authorizes the joint exercise by interlocal agreement by two or more public agencies of any power common to them;

WHEREAS, Part XII of Chapter 468, Florida Statutes, requires all local governments in Florida to have a licensed building code administrator or building official responsible for building construction regulation and related activities, who is certified by the Florida Building Code Administrators and Inspectors Board as qualified to perform such responsibilities; and

WHEREAS, pursuant to section 125.56, Chapter 553 and Chapter 633, Florida Statutes, the County and the City are empowered and directed to enforce the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code;

WHEREAS, pursuant to sections 125.56 and 553.80, Florida Statutes, the County and the City have the authority to provide a schedule of reasonable inspection fees in order to defer the costs of inspecting and enforcing the Florida Building Code and the Florida Fire Prevention Code;

WHEREAS, the County has previously provided building and fire code regulation and administration for the City;

WHEREAS, the Parties have determined that it is in their best interests and to their mutual benefit to enter into this Amended and Restated Agreement so as to clarify and restate the duties and responsibilities of the County and the City and to ensure that building construction and related activities are conducted in a manner that is consistent with Florida and local laws and codes; and

WHEREAS, the Parties desire for the County to continue to provide building and fire code regulation and administration within the municipal boundaries of the City of Saint Marks;

NOW THEREFORE, in consideration of the above, the City and County do mutually agree, as follows:

SECTION 1. PURPOSE. It is recognized and acknowledged by the Parties that the purpose of this Interlocal Agreement is to ratify, acknowledge and grant to the County the continuing power and authority to regulate construction and ensure compliance with the Florida Building Code, the Florida Fire Prevention Code and Life

Safety Code, along with any local technical amendments thereto adopted by the County and included in the Wakulla County Code of Ordinances, within the municipal limits of the City. Such regulation and administration of the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code shall be in the manner authorized by state law as implemented by the County.

SECTION 2. DUTIES OF THE COUNTY. The County shall have and perform the following duties, obligations, and responsibilities within the municipal limits of the City:

(A) Provide all regulatory administration, supervision, direction, enforcement, and permitting of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code, and any local technical amendments to such codes.

(B) Review construction plans to ensure compliance with all applicable sections of the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code, and any local technical amendments to such codes.

(C) Conduct inspections of each phase of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code, and any local technical amendments to such codes.

(D) Provide all other regulatory and administrative functions necessary to ensure compliance with the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code.

SECTION 3. DUTIES OF THE CITY. The City shall cooperate with the County in the regulation of construction related activities and the administration of the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code within the municipal limits of the City, as needed.

SECTION 4. PERMIT AND INSPECTION FEES. As compensation for the provision of services described herein, the County shall retain all building permit and inspection fees imposed by the County for processing, reviewing and enforcing the Florida Building Code, the Florida Fire Prevention Code and Life Safety Code.

SECTION 5. TERM OF INTERLOCAL AGREEMENT. This Interlocal Agreement may be terminated by any party upon 120 days' written notice to the other party.

SECTION 6. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Wakulla County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

SECTION 7. LIMITED LIABILITY. Neither the County nor the City, nor any agent, officer, official, or employee of the County or the City shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by the other party hereto and its agents, officers, officials, or employees. The terms of this Section 7 shall survive termination or expiration of this Interlocal Agreement.

SECTION 8. SEVERABILITY. In the event that any provision of this Interlocal Agreement is declared illegal or invalid by a court of competent jurisdiction, such declaration shall not affect the remainder of the Interlocal Agreement.

SECTION 9. ENTIRE AGREEMENT. This Interlocal Agreement reflects the full and complete understanding of the parties and may be modified or amended only in a writing executed by all parties.

SECTION 10. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the date hereof, or (B) the date the last party hereto executes this Interlocal Agreement and the filing requirements of Section 6 hereof are satisfied.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the County by the Chairman of the Wakulla County Board of County Commissioners and on behalf of the City by the Mayor.

CHAIRMAN

ATTEST:

CLERK OF THE COURT
WAKULLA COUNTY



MAYOR

ATTEST:



CITY CLERK
CITY OF SAINT MARKS