

**INTERLOCAL AGREEMENT
FOR REVIEW AND INSPECTION SERVICES FOR DISTRICT
CONSTRUCTION PROJECTS**

This Agreement is made and entered into between the City of Naples, Florida, a Florida municipal corporation (hereinafter “**CITY**”) and The District School Board of Collier County (hereinafter together referred to as the “**DISTRICT**”). “**PARTIES**” shall refer to either or both entities.

WHEREAS, Sections 235.017, and 553.80 (6), Florida Statutes and Florida Building Code (FBC) Section 423(2)(b) & (c), authorize the District to enter into an agreement with the City to have City provide Plan Review and Inspection Services for the District; and

WHEREAS, **CITY**, specifically the Building and Zoning Department, and **DISTRICT**, desire to have the City perform such services for, and on behalf of, the District according to the provisions of the FBC (Florida Building Code) for the District’s construction of all educational and plan facilities including portable units, as well as all of the District’s maintenance work; and

NOW, THEREFORE, it is agreed:

1. Terms used in this Agreement have the meaning defined in the FBC (Florida Building Code) or relevant statutes.
2. Pursuant to Section 423 of the FBC (Florida Building Code), all of the District’s construction work must comply with the currently adopted editions of the Florida Building Code and Life Safety Code; accordingly, pursuant to:
 - a. Section 104.1.1 of the FBC (Florida Building Code) the District agrees to make application for building permits for all construction projects, as required;
 - b. Section 104.4.1.1 of the FBC (Florida Building Code), the City will give first priority service to applications, reviews and inspections for the District’s construction projects, and as further set forth below; Sections 104.4.1.2 and 423 (2)(c) of the FBC (Florida Building Code), the City will only charge the District the City’s actual labor and administrative costs as set forth in the Fee Schedule attached as Exhibit “A”, which is incorporated herein by reference, and as same may be amended from time to time by written agreement of the Parties’ designated representatives; and
 - c. Section 423.2.g of FBC (Florida Building Code), the City must issue a Certificate of Occupancy before any District construction project can be occupied.
3. This Agreement also applies to the permit, plan review and inspections of all portable units constructed and used by the District and will be defined as follows:
 - a. The District will apply to the City for a Portable Site Specific Permit for the relocation, remodeling and new installation for all portable units at each school site. An application for Portable Site Specific Permit will be submitted with a

portable site plan, depicting the relationship to other existing portable units, and any principal structures on site.

- b. For each type of new portable unit, the District will submit one set of construction drawings and foundations/anchoring plan to be filed with the City as a Master plan.
 - c. For each type of old existing portable unit, where construction plans do not exist, the District will submit one foundation/anchoring plan for each type of old existing portable to be filed with the City as a Master plan.
 - d. The City agrees to provide first priority for requested inspections for the portable units being installed for each of the following:
 1. Foundation/anchoring
 2. Plumbing
 3. Electrical
 4. Life Safety
4. This Agreement also applies to all Maintenance work performed by the District, as follows; Maintenance Annual Permit (for interior construction work only):
- a. For all interior construction work performed within the District's educational and plan facilities, an Annual Permit will be requested by the District, and if in compliance with the applicable regulations, the City will issue an Annual Permit for each trade, at each site.
 - b. Annual Permits are required for each trade (building, electrical, plumbing, & mechanical) at each location. The Parties agree that no plans or inspections are required to issue an Annual Permit.
 - c. The fee for the Annual Permit will be as set forth in Exhibit "A" Fee Schedule, attached.
 - d. The City may inspect the District's interior construction work at any time. If the City determines the interior construction work is not being constructed according to applicable code, the City may withdraw the Annual Permit.
 - e. Every six (6) months, after Annual Permit issuance, copies of the District's Work Order forms for interior construction work will be submitted to the City as an Annual Permit Log. The Annual Permit Log will indicate what interior construction work as performed by, or on behalf of, the District.
 - f. Notwithstanding "e" above, interior "maintenance" work, as defined by Section 423 (4)(g) of the FBC (Florida Building Code) pertaining to "maintenance and repair" is not required to be submitted by the District or to be included in the submittals for the Annual Permit Log.
5. Exterior Maintenance and Construction Work:
- a. All construction work performed by, or on behalf of, the District will require the District to submit for needed permits, plan review, and inspections by the City.
 - b. Such permit plans submitted for City review must be signed and sealed by a Florida licensed architect.
 - c. Fees for permit, plan review, and inspections will be set forth in Exhibit "A",

- Fee Schedule (attached).
- d. The City agrees to give first priority for all District permits, plan reviews, and inspections for exterior construction work, and as further set forth below.
 - e. Exterior “maintenance” work, as defined by Section 423(4)(g) of the FBC (Florida Building Code), pertaining to “maintenance and repair”, does not require a building permit, plan review, or inspection.
 - f. Engineered drawings, e.g. structural, mechanical, plumbing and electrical must be signed and sealed by a Florida licensed engineer in the appropriate discipline in accordance with Florida Statutes.
6. Maintenance Work by Sub-Contractors:
- a. Any construction work (interior or exterior) that is performed by a sub-contractor of the District will require a permit, plan review and inspections. The only exceptions are as set forth in Section 104.1.1 of the FBC (Florida Building Code), for any such work not requiring a permit.
 - b. Fee for the sub-contractor’s work are to be identical to the District’s fees as set forth in Exhibit “A” Fee Schedule.
7. The City agrees that all inspections will be performed within one work day (24 hours) from the time a request is submitted by the District or its contracted agents. The Parties agree the District may schedule any critical, time specific inspections, including those for Portable Units, through the office of the City’s Chief Inspector.
8. As per Section 423 (2)(c) of the FBC (Florida Building Code), in the event that the District Superintendent’s designee and the City Building and Zoning Department’s Director disagree on any interpretation of the FBC or any interpretation of this Agreement, or for any action by the City which the District determines to not be in compliance with Section 553.80 (6) F.S., these interpretations or actions may be appealed, as follows. The appeal must be made in writing to the Florida Building Commission, which may suspend the authority of the City to enforce the state minimum Building Code and Life Safety Code on the facilities of the District. In the event the Parties are still unable to resolve the issue, the Parties shall then have the authority to pursue any legal action or remedy available to them to resolve the issue.
9. The term of this Agreement is for a period of three (3) years; and shall become effective retroactively to January 1, 2003. Either Party has the right to notify the other, in writing, with or without cause, at least ninety (90) days prior to its intent to terminate this Agreement by a date certain. In the absence of such written notice by one Party to the other, this Agreement will continue under the same terms and conditions for an additional three (3) year term upon the expiration of the initial term.

IN WITNESS WHEREOF, the PARTIES hereto have made and executed this Agreement on the respective dates under each signature: **THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY**, a public agency of the State of Florida, signing by and through its

Chairman, authorized to execute same by Board Action on the ____ day of April, 2003; **CITY OF NAPLES** through its **CITY COUNCIL**, signing by and through its Mayor, authorized to execute same by Council action on the ____ day of April, 2003.

ATTEST

**THE DISTRICT SCHOOL BOARD OF
COLLIER COUNTY, FLORIDA**

H. Benjamin Marlin
Superintendent

By: _____
Linda Abbott, Chair

Date: _____

Approved as to form
and legal sufficiency:

Jon Fishbane, Attorney for District School
Board of Collier County

ATTEST:

CITY OF NAPLES, FLORIDA
a municipal corporation

Tara A. Norman, City Clerk

Bonnie R. MacKenzie, Mayor

Date: _____

Approved as to form
and legal sufficiency:

Jean Rawson, Special Counsel

EXHIBIT "A"
FEE SCHEDULE

EFFECTIVE January 1, 2003

The City of Naples Building Department's Hourly Rates to be charged to The District School Board of Collier County for Building Permits, Plan Review and Inspection fees are as follows:

Building Official	\$47.38
Sr. Plans Examiner	\$34.28
Plans Examiner	\$29.72
Building Inspector	\$31.86
Permit Specialist Coordinator	\$22.81
Permit Specialist	\$17.79
Annual Permit Per Trade/Location	\$70.00
Vehicle Cost Per Mile (as allowed by IRS/Federal Regulations)	\$00.36

These fees and rates will be reviewed every six (6) months and adjustments only made by mutual written agreement between the designated representatives of the Parties to this Interlocal Agreement.