

**INTERLOCAL AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA
AND THE CITY OF BUSHNELL, FLORIDA CONCERNING THE RESOLUTION OF
DISPUTES RELATED TO FIRE INSPECTION AND FIRE PLAN REVIEW**

This INTERLOCAL AGREEMENT is entered into by and between Sumter County, Florida, a political subdivision of the State of Florida (hereinafter referred to as “the County”), with administrative offices located at 910 North Main Street, Bushnell, Florida, 33513-6146, and the City of Bushnell, Florida, an incorporated Florida municipality (“Bushnell”).

WITNESSETH:

WHEREAS, 2009-CA-000159, filed in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida, involves a dispute between the County and Bushnell over fire plan review and fire inspection services, and;

WHEREAS, Bushnell and the County have participated in the intergovernmental dispute resolution process mandated by Chapter 164, Florida Statutes, and;

WHEREAS, pursuant to the provisions of Chapters 163 and 164, Florida Statutes, the County and Bushnell may enter into this Agreement in order to resolve the dispute and evidence such resolution to the court.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and covenants hereinafter set for the receipt of sufficiency of which is hereby acknowledged, and incorporating the above Whereas clauses as if stated herein *in haec verba*, the parties agree as follows:

1. **Contract Amendment:** As a condition precedent to all further requirements described below and herein, Bushnell agrees to amend its current contract with Nova Group Services, LLC, and all subsidiaries thereof or entities related thereto, including but not limited to Capri Engineering, LLC or Nova Group Services and Environmental, LLC (collectively, “Nova Group Services, LLC et. al”). Said amendment shall terminate all fire inspection and fire plan review services currently performed for the Bushnell by Nova Group Services, LLC et. al. This Agreement shall apply only to fire inspections and fire plan reviews and nothing contained herein shall be interpreted or constructed to prohibit Bushnell from continuing to contract with Nova Group Services, et. al., for other building inspection services.

2. **“INTERLOCAL SERVICE BOUNDARY AGREEMENT:”** Bushnell agrees to adopt the following language as part of an Interlocal Service Boundary Agreement with the County, and to submit this Agreement to the Bushnell City Council for adoption on January 4, 2010, at the Council's regularly schedule meeting:

Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida

Statutes (2009), and Section 901 of Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plans reviews within the City and unincorporated areas.

3. **Dismissal:** Bushnell and the County agree to enter into a dismissal with prejudice of case number 2009-CA-000159, the parties to the dismissal being the County, Bushnell and Nova Group Services et. al (as defined herein). This Interlocal Agreement shall serve as an incorporated exhibit to the tri-party dismissal with prejudice.

4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of Florida, and the parties stipulate that venue for any dispute arising from this Agreement shall be in a court of competent jurisdiction in Sumter County, Florida.

5. **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in the Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other parties and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may be drafted or prepared any or all of the terms and provisions hereof.

6. **Severability:** The invalidity or non-enforceability of any portion or provisions of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

7. **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8. **Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand, e-mail or by United States Postal Service.

9. **No Waiver:** The failure of a party to insist upon the strict performance of the terms

and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Sumter County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2009, the City of Bushnell, through its City Council, signing by and through its Mayor duly authorized to execute same on the ____ day of _____, 2009, and Nova Group Services, LLC et. al, signing by what it warrants to be a duly authorized officer on the ____ day of _____, 2009.

SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Doug Gilpin, Chairman

Date: _____

ATTEST: Gloria R. Hayward,
Clerk of Circuit Court

Clerk

CITY OF BUSHNELL
A Florida Municipality

By: _____
Witness

By: _____
Joseph Strickland, Mayor

By: _____
Witness

Date: _____

NOVA GROUP SERVICES, LLC et. al

By: _____
Witness

By: _____

By: _____
Witness

Date: _____