

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/21/2009

Contract/Lease Control #: C09-1769-GM

Bid #: N/A

Contract/Lease Type: INTERLOCAL

Award To/Lessee: CITY OF FORT WALTON BEACH

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/13/2009 Cost: \$N/A

Expiration Date: INDEFINITE

Description of Contract/Lease: CENTRALIZED UNIFORM SYSTEM FOR REGISTRATION,
LICENSING & DISCIPLINE OF CONTRACTORS

Department Manager: GROWTH MANAGEMENT

Department Monitor: E. KAMPERT

Monitor's Telephone #: 651-7180

Monitor's FAX # OR E-Mail: EKAMPERT@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

INTERLOCAL AGREEMENT
regarding
REGISTRATION, LICENSING AND DISCIPLINE
OF REGISTERED CONTRACTORS

THIS AGREEMENT, is made and entered into this 13~~th~~ day of October, 2009, by and between the City of Fort Walton Beach, a Florida municipal corporation, ("City"), whose mailing address is 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida 32548 and Okaloosa County, a political subdivision of the State of Florida ("County"), whose mailing address is 1804 Lewis Turner Boulevard, Suite 400, Ft. Walton Beach, Florida 32547. *

1. INTENT

This Interlocal Agreement provides for a centralized uniform system for the local registration, licensing and discipline of registered contractors, and a listing of state certified contractors operating in unincorporated areas of the County of Okaloosa and the City of Fort Walton Beach, pursuant to parts I-II, chapter 489, of the Florida Statutes.

2. DURATION AND MODIFICATIONS

This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida. The City or County may terminate this Agreement upon 30days written notice delivered to the other party. This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to the Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida.

3. DUTIES

- A. County shall maintain a Construction Board in accordance with chapter 489, Florida Statutes, for the regulation of local registered contractors. The County board shall act for both parties as the licensing and disciplinary authority for registered contractors. .
- B. County shall, in accordance with state law and County ordinances, review the qualifications of registered contractors desiring to provide services with the City. When appropriate, the County will issue a Certificate of Competency to the registered contractor.
- C. City will recognize the list of qualified registered and state certified contractors maintained exclusively by the County.
- D. County shall process complaints regarding contractors regulated by the County program and County ordinances.

- E. The City, upon request from the County, will provide written reports and support at disciplinary hearings.
- F. The City and County shall mutually cooperate in carrying out the functions contemplated by this agreement.
- G. The City and County shall renegotiate the terms of this interlocal agreement in the event the County utilizes the services of special magistrates to process complaints in disciplinary proceedings.
- H. County, upon written request by the City, will provide City with regular reports containing information regarding contractors who have been disciplined. .

4. NOTICES

Any notice or document required to be delivered under this agreement shall be in writing and deemed received by the other party five business days after the date mailed, and must be addressed to the County or the City, at the addresses below:

AS TO CITY OF FORT WALTON BEACH:

City Manager
City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548

AS TO COUNTY:

County Administrator
Okaloosa County
1804 Lewis Turner Boulevard, Suite 400
Fort Walton Beach, Florida 32547

5. DISPUTE RESOLUTION

Any dispute as to the terms of this Interlocal Agreement shall be resolved by the Chief Building Officials of the City and County.

6. LIABILITIES

Each party, including its agents, board members, and employees, shall be solely responsible for its performances under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as any waiver of sovereign immunity by either party. No private cause of action shall arise based on the performance of each party's duties under this agreement.

7. RECORDING

The County Administrator of Okaloosa County is hereby authorized and directed after approval of the Interlocal Agreement by the respective governing bodies of County and City and the execution thereof by the duly qualified and authorized officers of each

of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into the Interlocal Agreement on the date and year written above.

THE CITY OF FORT WALTON BEACH

BY: Mike Anderson
MIKE ANDERSON, MAYOR

ATTEST:

Helen A. Spencer
CITY CLERK

THE COUNTY OF OKALOOSA

BY: William Roberts
WILLIAM ROBERTS, CHAIRMAN

ATTEST:

Barry J. Stanford
CLERK OF CIRCUIT COURT

