

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY,” and the PINELLAS COUNTY CONSTRUCTION LICENSING BOARD, hereinafter referred to as the “BOARD.”

WHEREAS, the parties have the common power of safeguarding the life, safety, health, property and public welfare of the citizens of Pinellas County through the regulation of the construction and contracting trades in Pinellas County; and

WHEREAS, the parties believe that the business of construction, contracting, and home improvement is a matter affecting the public interest; and

WHEREAS, the parties desire that the PINELLAS COUNTY CONSTRUCTION LICENSING BOARD enter into this Agreement with PINELLAS COUNTY in order to more effectively meet its objectives and to carry out its statutory duties and obligations; and

WHEREAS, this Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which authorizes the exercise by agreement of two or more public agencies of any power common to them.

WITNESSETH

That for and in consideration of the mutual covenants, agreements and undertakings contained herein, the parties hereto covenant and agree as follows:

1. Effective July 1, 2018, this Agreement shall supersede the previous interlocal agreements between Pinellas County and the Pinellas County Construction Licensing Board.
2. PINELLAS COUNTY will provide the PINELLAS COUNTY CONSTRUCTION LICENSING BOARD each year with the following services:
 - A. PERSONNEL. The COUNTY will provide the BOARD with staff to provide administrative and enforcement duties consistent with Chapter 75-489 Laws of Florida, as amended.
 - B. CENTRAL SERVICES. The COUNTY agrees to provide the BOARD with such central services as purchasing, accounting, payroll, and technology that are provided to County Administrator departments.
 - C. LEGAL. The COUNTY agrees to provide the BOARD the services of an attorney through the Office of the County Attorney for representation of the BOARD in all its legal affairs. The Office of the County Attorney shall represent the BOARD in accordance with the County Attorney's Policy on the Legal Representation of Multiple Clients.
3. The PINELLAS COUNTY CONSTRUCTION LICENSING BOARD in exchange for the services enumerated in Paragraph 2 of this Agreement, agrees to the following:
 - A. OPERATION. The BOARD will adhere to Chapter 75-489, Laws of Florida, as amended, with respect to the exercise of its responsibilities, as specified in the Special Act, this Interlocal Agreement, applicable laws, and all adopted rules to support the exercise of its responsibilities.

- B. REVENUES FOR OPERATIONS. The BOARD will pay the COUNTY all revenue generated as a result of doing business, including but not limited to: fees, fines, and outstanding liens. The COUNTY will provide the BOARD with the services as specified in Section 2 of this Agreement.
- C. PERSONAL PROPERTY. The BOARD agrees to adopt and adhere to the COUNTY practices for the accountability of tangible personal property.
- D. CONTRACTS. The BOARD agrees to permit the COUNTY, as a third party, to review and approve all written contracts.
- E. PUBLIC FUNDS. The BOARD agrees to adopt, follow and adhere to all State and County policies and practices regarding the expenditure of public monies, including, but not limited to, purchasing ordinances, budget supplements and amendments, as well as expenditures relating to compensation, travel, and per diem expenses.
- F. AUDITS. The BOARD will comply with the audit requirements in Chapter 75-489 Laws of Florida, as amended -. The BOARD may utilize the services of any third party representative, including any certified public accountant, to perform this audit. The selection of such third party representative shall be approved by the COUNTY; such approval shall not be unreasonably withheld by the COUNTY.
- G. FINANCE REPORT. The BOARD will submit to all local governments in Pinellas County, and make available to the public, a complete report on finances and administrative activities of the BOARD as of the end of each fiscal year.

H. COOPERATION AND CONSULTATION. The BOARD may offer recommendations to the BOARD OF COUNTY COMMISSIONERS relating to the budget and operations of the BOARD, or administrative functions carried out by the COUNTY.

I. LEGAL. The BOARD agrees to consult with the County Attorney, or his/her designee, in all legal matters or affairs.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereto.

ATTEST: KEN BURKE, CLERK

PINELLAS COUNTY, by and through its Board of County Commissioners

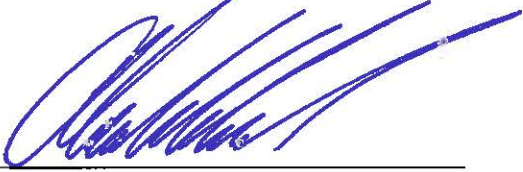
By: _____
Deputy Clerk

By: _____
Chair

WITNESS:

PINELLAS COUNTY CONSTRUCTION LICENSING BOARD

By: 

By: 
Chair

APPROVED AS TO FORM


JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY