

**INTERLOCAL AGREEMENT
BETWEEN**

**AND
PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into on this ____ day of _____, 20____, by and between _____, a Florida municipal corporation (the “Municipality”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the “County”), each one constituting a public agency as defined in Part 1 of Chapter 162, Florida Statutes (hereinafter referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, the County currently enrolls state licensed construction contractors and certifies county construction contractors who wish to do business in unincorporated Palm Beach County; and

WHEREAS, the County maintains records pertaining to state enrolled and county certified construction contractors (hereinafter the “Contractor”) including but not limited to the Contractor’s certificate of insurance, worker’s compensation policy and/or exemption, and business tax receipt; and

WHEREAS, the Municipality wishes to utilize the Contractor information obtained by the County in lieu of requiring Contractors to separately enroll with or obtain certification from the Municipality to work within the municipal limits; and

WHEREAS, the Parties agree that this Agreement, which creates a contractor enrollment program, will save Contractors the time and expense of multiple local enrollments or certifications; and

WHEREAS, the Parties wish to enter into this Agreement to set forth their obligations under the contractor enrollment program.

NOW, THEREFORE, for and in consideration of the mutual covenants, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 – Recitals; Authority to Enter into Agreement.

1.1 Recitals. The Parties hereto acknowledge and agree that the Recitals set forth above are true and correct and are incorporated in this Agreement as if fully set forth herein.

1.2 Authority. The Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperative Act of 1969”.

Section 2 – Intent.

It is the intent of the Parties that the County will enroll state and certify county Contractors who wish to do business within the incorporated and/or unincorporated areas in Palm Beach County and will publish Contractor information online and input such information into its Contractor Certification Automation Program. In lieu of maintaining a separate contractor enrollment program, the Municipality will obtain such information from the County's public website or contact the County's Information System Services (ISS) Department to discuss and implement an automated process.

Section 3. – Statement of Agreement

3.1 For all Contractors enrolled or certified with the County, the County will maintain a database of information including but not limited to the Contractor's certificate of insurance, workers compensation policy and/or exemption and business tax receipt. The County will input such information into its Contractor's Certification Automation Program for contractor verification and will update such information within a reasonable time after new information becomes available. Such information will also be available on the County's website.

3.2 The Municipality is responsible for accessing the County's Contractors Certification database for contractor verification. Options for access are: 1) Manually checking the County's PZ&B Contractors Information and Status website; 2) Contacting the County's ISS Department to discuss and implement an automated process.

3.3 The Municipality shall not require Contractors to separately enroll or obtain certification within the Municipality and shall not charge Contractors a separate or additional enrollment fee to do business within the municipal limits of the Municipality. Notwithstanding the foregoing, the Municipality may accept enrollment from a state contractor who does not wish to participate in the County's contractor enrollment program. Nothing herein shall be deemed to limit the rights or obligations of the Municipality set forth in Chapter 70-857, Laws of Florida (1970).

3.4 If the Municipality desires to receive notices concerning updated Contractor information from the County, it shall provide an email address(es) to the County's Project Manager for such purpose. The County will send email notices to the Municipality regarding a Contractor's unanticipated change in status, such as required insurance policy cancelation or temporary enrollment extensions for state licensed contractors, within a reasonable time after receipt of such information..

3.5 The parties acknowledge that on occasion in the past the County has temporarily extended the enrollment/re-enrollment of state licensed contractors in extraordinary circumstances or when it appears that the temporary lapse in license renewal with the state is due to a delay by the state in processing the renewal application. The County may temporarily extend enrollment/re-enrollment for state licensed contractors in the future under similar circumstances.

3.6 The Municipality shall be responsible for independently verifying the current state Contractor's certification status with the Florida Department of Business and Professional Regulation.

3.7 The Municipality shall notify the County within a reasonable time if the Municipality takes disciplinary action against a state licensed contractor through its local construction regulation board and wishes to share such information with the County.

Section 4. – Term.

This Agreement shall become effective upon execution by both Parties and shall continue thereafter, on a year to year basis, under the same terms and conditions herein provided, unless terminated or amended as provided herein.

Section 5. – Project Management/Notices.

5.1 Until otherwise notified in writing, the Project Manager for the Municipality is _____, telephone (561) _____, email _____, facsimile (561) _____. The Project Manager for the County is Rebecca D. Caldwell, Executive Director, telephone (561) 233-5008, email rcaldwel@pbcgov.org, facsimile (561) 233-5212. The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

5.2 All Default Notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Rebecca D. Caldwell, Executive Director
Palm Beach County Planning, Zoning and Building Department
2300 N. Jog Road
West Palm Beach, Florida 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., 6th Floor
West Palm Beach, Florida 33401

If sent to the Municipality, Default Notices shall be addressed to:

The Parties agree to provide a copy of all such Default Notices to each Project Manager by email or facsimile. All Default Notices shall be considered delivered upon receipt. Should either Party change its address for notifications, written notice of such new address shall promptly be sent to the other Party.

Section 6. – Default; Termination; Remedies.

6.1 Default. In the event that a Party breaches the provisions of this Agreement, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the breach (“Default Notice”). The breaching Party shall cure such breach within thirty (30) days of receipt of the Default Notice, unless the non-breaching Party agrees in writing to additional time to cure the breach.

6.2 Remedies. If a Party’s breach of any of the provisions of this Agreement extends beyond the cure period as set forth herein, the non-breaching Party is entitled to terminate this Agreement or pursue any available legal and equitable remedies to enforce the Agreement, including but not limited to an action for an injunction.

6.3 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing ninety (90) days written notice to the other Party.

Section 7. – General Provisions.

7.1 Governing Law; Venue; Waiver of Jury. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any lawsuit filed in connection with this Agreement shall be in Palm Beach County, Florida. THE MUNICIPALITY AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION HERewith.

7.2 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. In the event that any provision of this Agreement conflicts or appears to conflict, this Agreement and all exhibits and documents specifically incorporated herein by reference shall be interpreted as a whole to resolve the inconsistency.

7.3 Unexpected Delays. Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or any delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, act of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance and restorative aftermath period of such circumstances, but this Agreement shall otherwise remain in effect. 5

7.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the Parties as contained herein, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

7.5 No Personal Liability of Municipality or County. The County acknowledges that this Agreement is entered into by a municipal corporation as the Municipality, and the Municipality acknowledges that this Agreement is entered into by a political subdivision of the State of Florida as the County. The Municipality and County agree that no individual county commissioner, council member, board member, administrative official, employee, or representative of the Municipality or County shall have any personal liability under this Agreement or under any document executed in connection with the transactions contemplated by this Agreement.

7.6 Liability. Each Party shall be liable for its own actions and negligence.

7.7 Insurance. Each of the Parties, as a local government agency, warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Parties by their officers, employees, servants and agents while acting within the scope of their employment with the Parties. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

7.8 Enforcement Costs. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

7.9 Remedies. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

7.10 Public Access to Records. The Parties shall allow public access to all documents and materials related to this Agreement in accordance with Chapter 119, Florida Statutes, and 6 related statutes. Should either Party assert any exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive relief or other relief provided by law, shall be upon the Party asserting the exemption.

7.11 Compliance with Laws. The Parties and their employees, subcontractors, or assigns, if any, shall comply with all applicable federal, state, and local laws and regulations relating to performance of this Agreement.

7.13 Non-Discrimination. No Party hereto shall discriminate against any individual because of that individual's race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information with respect to any activity occurring pursuant to this Agreement.

The Municipality has submitted to the County a copy of its non-discrimination policy which is consistent with the above policy, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Municipality does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to the County that the Municipality's non-discrimination policy conforms to R-2014-1421, as amended.

7.14 Assignment. This Agreement shall not be assigned in whole or in part.

7.15 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7.16 Entire Agreement; Amendment. This Agreement constitutes entire Agreement between the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. This Agreement may only be amended by an agreement in writing signed by the Parties hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Municipality and County have caused this Agreement to be executed as of the day and year first above written.

MUNICIPALITY:

ATTEST:

By: _____
Municipality Clerk

Municipality Attorney's Office
Approved as to form and legality:

By: _____
Municipality Attorney

MUNICIPALITY OF

a Florida municipal corporation

By: _____

COUNTY:

PALM BEACH COUNTY, a
Political Subdivision of the State of
Florida

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____