

**INTERLOCAL AGREEMENT  
CITY OF MARCO ISLAND AND COLLIER COUNTY  
LICENSING AND DISCIPLINE OF CONTRACTORS**

Retn:  
CLERK TO THE BOARD  
INTEROFFICE 4TH FLOOR  
EXT 7249

RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL  
02/19/99 at 10:43AM DEWITT J. BROCK, CLERK

2436773 OR: 2514 PG: 2119

REC FEE

15.00

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of Nov.,

1998, by and between the Board of County Commissioners of Collier County, Florida,  
("County") and the City of Marco Island, Florida, a Florida Municipal Corporation,  
("City").

**WITNESSETH:**

**WHEREAS**, the County and the City desire an Agreement regarding issuance of  
Contractors' licenses and discipline of licensed contractors and persons performing  
unlicensed contracting; and

**WHEREAS**, continuation of issuance of contractor's licenses by the County will  
eliminate the need of such services to be performed by the City; and

**WHEREAS**, the County currently provides active field supervision within the  
City of licensed and unlicensed regulated "contracting" by means of investigations and  
disciplinary activity; and

**WHEREAS**, the County and the City both have statutory authority to discipline  
certain violations vis-a-vis such "contracting."

**NOW, THEREFORE**, the Board of County Commissioners of Collier County  
and the City Council of the City of Marco Island, Florida, agree as follows;

1. Pursuant to County Ordinances and/or *Florida Statutes*, the County issues  
licenses to contractors working within unincorporated Collier County. Under those same  
ordinance and/or *Statutes*, the County will continue to issue such licenses to such  
contractors who will be working within the City's municipal boundaries.

2. The County is entitled to collect the licensing fees for those contractors licensed to work within the County per County issued county-wide licenses.

3. The County shall provide adequate staff, supervision, equipment and supplies necessary to issue such new and renewed contractor's licenses. The County will, in cooperation with the City, provide all supervisory and investigative personnel to investigate and, at the County's discretion, will discipline licensed and/or unlicensed contractors in the applicable court(s) and/or before the County's then applicable disciplinary boards vis-a-vis such contractors.

4. The County Contractor Licensing Supervisor shall supervise all contractor-licensing investigations and advise the County's Building Division of same.

5. The County shall provide to the City with monthly written reports of the licensing and investigative activity within the City. County and City staff will provide each other assistance as is needed.

6. The County will in its discretion refer disciplinary matters to the County's Contractors' Licensing Board. The County's Contractor Licensing Board shall include at least one (1) one voting member thereof who then resides within the City's municipal boundaries. This membership requirement shall be instituted at the first membership vacancy. Because of recent amendments to Florida Law, it is probable that this first "City Member" must be a "Consumer Representative."

7. The parties acknowledge (a) the City has lawful authority to issue licenses and other forms of evidence of qualifications to conduct "contracting" within the City's municipal boundaries, and (b) that the City has lawful authority to form a quasi-judicial Board that can function much the same as the County's Contractor's Licensing Board.



However, in the event that such a Board is established by the City, it is agreed that such City Board shall have no jurisdiction over any disciplinary matter pressed due to an event or omission that occurred prior to the date of the active formation of such a City Board.

8. This Agreement shall become effective retroactively to October 1, 1998 and shall in all events continue until its anniversary date of September 30, 1999. Moreover, this Agreement shall continue thereafter for such successive one (1) year terms unless and until written notice is delivered by one party to the other prior to July 1 of the respective year to notify the other party that the noticing party desires to terminate this Agreement as of the next succeeding anniversary date.

ATTEST:

By: A. Will [Signature]  
City Clerk

CITY OF MARCO ISLAND

BY: David Brandt [Signature]  
David Brandt, Chairman of the  
City Council

Approved as to form and  
Legal sufficiency:

Kenneth B. Cuyler [Signature]  
Kenneth B. Cuyler  
City Attorney

DATED: November 3, 1998

ATTEST:

DWIGHT E. BROCK, Clerk  
Attest as to Chairman's  
signature only.

By: Ellie Hoffman [Signature]  
Deputy Clerk

Approved as to form and  
Legal sufficiency:

Tom Palm [Signature]  
David Weigel,  
County Attorney

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: Barbara B. Berry [Signature]  
BARBARA B. BERRY, Chairman