

Meeting Date
7/26/16



AGENDA	
Section	New Business
Item No.	<u>VI.A.1</u>

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	BOARD APPROVAL RE: INTER-LOCAL AGREEMENT WITH CITY OF PALM BAY FOR COUNTY PROVIDED CONTRACTOR LICENSING, REGULATION & ENFORCEMENT SERVICES (DISTRICTS 3 & 5)
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT/Licensing Regulation & Enforcement

Requested Action:
 It is requested that the Board approve an inter-local agreement between the County and City of Palm Bay for County provided contractor licensing, regulation & enforcement services.

Summary Explanation & Background:
 The City of Palm Bay has approached the County about providing contractor licensing, regulation & enforcement services within the City. The City has offered an annual payment of \$10,000 to defray the County's costs of performing these services. Pursuant to the inter-local agreement, the County also retains any fines collected as part of any enforcement action associated with this inter-local agreement. Entering into this agreement will allow the City and the County to utilize their collective powers, privileges and authority in protecting their citizens' health, safety and welfare. The attached agreement was approved by the Palm Bay City Council at their June 16th, 2016 meeting.

In order to implement the County program in the city, staff recommends that there be a sixty (60) day grace period from the date of execution during which the County will abate enforcement to allow contractors within the City's jurisdiction to apply for proper licensure.

Currently, the County provides such services, without charge, to seven cities, including: Town of Indialantic, City of Melbourne, Town of Melbourne Beach, City of Indian Harbour Beach, Town of Grant-Valkaria, City of Rockledge and the City of Satellite Beach.

Fiscal Impact: Annual payment of \$10,000 from the City of Palm Bay. Additionally, all licensing fees and fines collected as part of licensing and disciplinary actions will be received in the Licensing Regulation & Enforcement budget.

Clerk to the Board instruction: Chairman to execute two originals of the Agreement, with attestation by the Clerk, and return originals to the Department for distribution to the City and County staff.

Exhibits Attached: City of Palm Bay Inter-local Agreement

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Stockton Whitten	Assistant County Manager	Department Director / Extension Robin M. DiFabio, AICP 5-2069
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Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 27, 2016

M E M O R A N D U M

TO: Robin DiFabio, Planning and Development Director

RE: Item VI.A.1., Interlocal Agreement with City of Palm Bay for County Provided Contractor Licensing, Regulation, and Enforcement Services

The Board of County Commissioners, in regular session on July 26, 2016, approved Interlocal Agreement with the City of Palm Bay for the County provided Contractor Licensing, Regulation, and Enforcement Services. Enclosed are two fully-executed Interlocal Agreements.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (2)

cc: Contracts Administration
Finance
Budget
County Manager

INTERLOCAL AGREEMENT

The purpose of this Interlocal Agreement is to provide for a centralized uniform system for the local registration, licensing and discipline of registered contractors, and a listing of state certified contractors operating in the unincorporated areas of the County of Brevard and the City of Palm Bay.

THIS AGREEMENT, made and entered into this 26 day of JULY, 2016 by and between the City of Palm Bay, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the County of Brevard, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, The parties in this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (163.01, Florida Statutes) to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and the CITY may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, the COUNTY and the CITY desire to establish a uniform system for local registration, licensing and discipline of registered contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and Chapter 22, Article VI of the Brevard County Code; and

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of Brevard County and the City of Palm Bay as it will benefit the health, safety and welfare of said citizens.

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, the parties hereto agree as follows:

ARTICLE I. STATEMENT OF PURPOSE

The purpose of this Interlocal Agreement is to establish a centralized and uniform system for the local regulation of registered contractors pursuant to Parts I and II, Chapter 489, Florida Statutes within Brevard County, Florida.

ARTICLE II. DURATION AND MODIFICATIONS

This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Brevard County, Florida. This Interlocal Agreement shall remain in effect for three (3) years and shall be automatically renewed for successive three (3) year periods unless one party notifies the other party in writing, at least sixty (60) days before each three (3) year anniversary of their wish not to proceed with automatic renewal of this Interlocal Agreement.

Either party may terminate this agreement for any reason upon one hundred eighty (180) days written notice.

This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Brevard County, Florida.

ARTICLE III. DUTIES

- A. Chapter 22, Article VI of the Brevard County Code shall have full force and effect in the City of Palm Bay, which established a Contractor Licensing Board in accordance with Parts I and II, Chapter 489, Florida Statutes for the regulation of locally registered contractors. The COUNTY's Contractor Licensing Board shall act for both parties as the disciplinary authority for contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and Chapter 22, Article VI of the Brevard County Code.
- B. COUNTY shall, in accordance with state law and Chapter 22, Article VI of the Brevard County Code, review the qualifications of locally certified and state registered contractors desiring to provide services within the CITY.
- C. CITY shall recognize the list of qualified locally certified and state registered contractors maintained by the COUNTY. The CITY shall not create or in anyway charge or impose a registration fee on said contractors.
- D. COUNTY shall process and investigate complaints regarding locally certified and state registered contractors regulated by the COUNTY program in accordance with Parts I and II, Chapter 489, Florida Statutes and COUNTY ordinances.
- E. COUNTY will provide CITY with regular reports containing information regarding registered contractors.
- F. The COUNTY, as agreed by both parties, will provide a centralized uniform system for the registration, licensing and discipline of registered contractors. The COUNTY may prosecute, before the Contractor Licensing Board, or any court, violations of Chapter 22, Article VI of the Brevard County Code or Chapter 489, Florida Statutes, relating to contractor discipline. It is agreed that any fines collected, as part of disciplinary action against a registered contractor performing work in the CITY will be kept by the COUNTY.

- G. The COUNTY has established an Unlicensed Contractor Special Master pursuant to Chapter 489, Florida Statutes and Chapter 22, Article VI of the Brevard County Code. The COUNTY shall process and investigate all complaints regarding unlicensed contractors performing work within the jurisdiction of the CITY. The COUNTY may prosecute, before the Unlicensed Contractor Special Master, any violation of unlicensed contracting as provided in Chapter 489, Florida Statutes or Chapter 22, Article VI of the Brevard County Code, occurring within the jurisdiction of the CITY. It is agreed that any fines collected as part of any enforcement action taken against any person acting as an unlicensed contractor in violation of any relevant section of Chapter 22, Article VI, Brevard County Code will be kept by the County.
- H. The CITY shall make an annual contribution of \$10,000.00 to the COUNTY in order to offset the expenses borne by the COUNTY in performing its duties pursuant to this Agreement. Failure of the CITY to make its annual contribution by _____ will grant the COUNTY the power to terminate this Agreement at will.

ARTICLE IV. DISPUTE RESOLUTION

Venue for any dispute arising under this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

ARTICLE V. LIABILITIES

Each party shall be solely responsible for its performance 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 Article III duties.

ARTICLE VI. RECORDING

The County Manager of Brevard County is hereby authorized and directed after approval of this 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 and record in the Official Records Book of the Brevard County Public Records, this Interlocal Agreement with the Clerk of the Circuit Court of Brevard County, Florida. A recorded copy shall be promptly transmitted to the City Clerk of the City of Palm Bay.

ARTICLE VII. MEMBERS LIABILITY

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement binding any individual present or future member of the governing body or any individual agent or employee of the COUNTY or CITY in

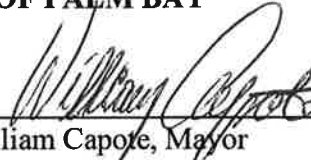
his, her, or their individual capacity, and neither the individual members of either governing body nor any individual agents or employees of either governing body shall be personally liable or subject to any accountability due to the execution of this Interlocal Agreement by the COUNTY or CITY or any act taken pursuant to its terms.

ARTICLE VIII. SEVERABILITY


If any portion or provision of this Interlocal Agreement shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Interlocal Agreement which shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year written herein.

CITY OF PALM BAY

BY: 
William Capote, Mayor

DATE: 6-17-16

ATTEST 
Terese Jones, City Clerk

ATTEST 
Scott Ellis, Clerk

BOARD OF COMMISSIONERS OF BREVARD COUNTY, FLORIDA

BY: 
Jim Barfield, Chairman

As approved by the Board on JULY 26, 2016

DATE: JULY 26, 2016

Reviewed for legal form and content:

BY: _____
Assistant County Attorney

DATE: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Gregg Lynk, City Manager
DATE: June 16, 2016
RE: Unlicensed Contractors

A handwritten signature in black ink, appearing to read "Gregg Lynk".

The City regularly receives complaints of unlicensed contractors performing work within the City. While the State has enforcement officers to investigate such complaints, they are based in the Tampa area and often take several days to respond, making enforcement less effective. The Building and Construction Advisory Committee voted unanimously at their March 2015 meeting to have City Council consider entering into an agreement allowing Brevard County to enforce licensing and enforcement within the City. The County and their staff has provided a draft agreement (attached) for Council's consideration, which was approved by the City Council on April 2, 2015. Since that time, the County has asked for a contribution to help defray expenses. The proposed contribution of \$10,000.00 is less than the City staff costs should the City run its own program.

Currently, the Cities of Melbourne, Rockledge, Grant-Valkaria, Satellite Beach, Indian Harbour Beach, Indialantic and Melbourne Beach have agreements with Brevard County. The most significant difference involves enforcement however. The State regional enforcement office for Central Florida is in Tampa, making it difficult for their limited staff to effectively enforce violations by unlicensed contractors. It often takes several days for the State to respond on complaints. Brevard County already has enforcement staff in our area serving cities of Melbourne, Grant-Valkaria, and the unincorporated sections of Brevard County near Palm Bay.

Unlicensed contractors pose a danger to our citizens in several ways. Unlicensed contractors cannot legally pull building permits, meaning work performed is not inspected and may not meet the Florida Building Code. Doing business with an unlicensed contractor exposes consumers to a variety of risks involving liability. Often unlicensed contractors are not properly insured, creating liability against the property owner. Work without permits is not covered by typical Homeowners insurance policies. Additionally, unlicensed contractors provide unfair competition to those contractors operating legally.

REQUESTING DEPARTMENT:
Growth Management Department

FISCAL IMPACT:
\$10,000.00 will come from the Building Enterprise Fund. Additional costs in excess of the \$10,000.00 contributions by Brevard County and funded through their licensing and enforcement fees.

A-RCM 2016-14 6-16-16
Down to Earth And Up To Great Things

Mayor and Council: Unlicensed Contractors
June 16, 2016
Page 2

RECOMMENDATION:

Motion to approve the agreement and authorize the Mayor to execute the implementing documents as appropriate.

Attachments: 1) Agreement

SB/cb