

labeled

Meeting Date
07/21/15



AGENDA	
Section	Consent
Item No.	II.A.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal Agreements with the City of Titusville and the City of Palm Bay for Local Regulation of Brevard County Certified Contractors, State Certified Contractors and Unlicensed Contractors.
DEPT/OFFICE:	Planning and Development Department/Licensing Regulation and Enforcement

Requested Action:
 It is requested that the Board of County Commissioners consider approval of Interlocal Agreements with the City of Titusville and the City of Palm Bay to provide County oversight of regulations for Brevard County Certified Contractors, State Certified Contractors and Unlicensed Contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and Chapter 22, Article VI, Brevard County Code of Ordinance, for a period of three years.

Summary Explanation & Background:
 The City of Titusville and the City of Palm Bay requested the Interlocal Agreement to authorize Brevard County to perform contractor licensing, regulation and enforcement in their Cities.

The purpose of the Interlocal Agreement is to provide for a centralized uniform system for the licensing and discipline of contractors and the enforcement of unlicensed contractors operating in the unincorporated areas of Brevard County, the City of Titusville and the City of Palm Bay. Entering into these Interlocal Agreements will allow the Cities and the County to utilize their powers, privileges and authority collectively in protecting the interests of their citizen's health, safety and welfare.

Brevard County Licensing Regulation and Enforcement has Interlocal Agreements with the Town of Indialantic, City of Melbourne, Town of Melbourne Beach, City of Indian Harbor Beach, Town of Grant-Valkaria, City of Rockledge and the City of Satellite Beach.

Fiscal Impact: All licensing fees and fines collected as part of licensing and disciplinary actions will be received in the Licensing Regulation and Enforcement budget. These revenues will also be utilized to offset expenses associated with an additional Investigator FTE as requested in the FY 15/16 budget.

Clerk to the Board Instructions: City of Titusville Interlocal Agreement-Two (2) original sets should be presented to Chairman Fisher for signature and returned to Licensing Regulation and Enforcement for Clerk of Court recording.
City of Palm Bay Interlocal Agreement-Original one (1) original should be presented to Chairman Fisher for signature and returned to Licensing Regulation and Enforcement for Clerk of Court recording.

Exhibits Attached: City of Titusville Interlocal Agreement and City of Palm Bay Interlocal Agreement

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	X	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager		Assistant County Manager					Department Director / Extension
Stockton Whitten		Assistant County Manager					 Robin M. Sobrino, AICP, Director, Planning and Development Department / Extension 52639



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 22, 2015

MEMORANDUM

TO: Robin Sobrino, Planning and Development Director

RE: Item II.A.3., Interlocal Agreements with the City of Titusville and the City of Palm Bay, for Local Regulation of Brevard County Certified Contractors, State Certified Contractors, and Unlicensed Contractors

The Board of County Commissioners, in regular session on July 21, 2015, tabled consideration of the Interlocal Agreements with the City of Titusville and the City of Palm Bay, for Local Regulation of Brevard County Certified Contractors, State Certified Contractors, and Unlicensed Contractors.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/af

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 _____ day of _____, 2015 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 at no cost to the CITY. 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.

ARTICLE IV. DISPUTE RESOLUTION

Venue for any dispute arising under 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.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Chad C. Shultz, Acting City Manager *Chad C. Shultz* 2015.03.26 12:37:04
-04'00'

REQUESTING DEPT: David Watkins, AICP, Growth Management Director *Dave Watkins* Dave Watkins

DATE: April 2, 2015

RE: Unlicensed Contractors

Digitally signed by Dave Watkins
DN: cn=ing, o=palmbayflorida,
ou=Growth Management, ou=Land
Development Division, email=Dave.Watkins,
email=Dave.Watkins@palmbayflorida.org
Date: 2015.03.26 12:37:04 -0400

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 meeting to have City Council consider entering into an agreement allowing Brevard County to enforce licensing and enforcement within the City. Staff contacted the County and their staff has provided a draft agreement (attached) for Council's consideration.

Currently, the Cities of Melbourne, Rockledge, Grant-Valkaria, Satellite Beach, Indian Harbour Beach, Indialantic and Melbourne Beach have agreements with Brevard County for licensing and enforcement of contractors. Of course, the unincorporated portions of the County also follow the County rules. Chapter 22 of the Brevard Code is attached and governs such licensing and enforcement.

Palm Bay does not operate a licensing board and thus follows the state licensing provisions. The state licenses fewer contractor categories than 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 since they service 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 claims, state and federal taxes, liens by vendors of material or labor, violations of law and the possibility that the job will not be completed in accordance with the minimum standards for the profession. Often the unlicensed contractors are not properly insured, creating liability against the property owner. Work without the proper permits is not covered by typical home insurance policies, creating long term liability to the owner. Additionally, they provide unfair competition to those contractors operating legally.

A - RCM 2015-08 4-2-15
Down to Earth And Up To Great Things



Mayor and Council: Unlicensed Contractors
April 2, 2015
Page 2

While there are some trades not regulated by the state that will be required to be licensed if Palm Bay does agree to allow enforcement through the County, those additional trades are already regulated in nearby Melbourne and Grant-Valkaria. Protection of our citizens is the primary object of the program. Licensees already operating under the County licensing will be automatically licensed for Palm Bay. Only unlicensed contractors operating only in Palm Bay would be required to get their license.

FISCAL IMPACT:

None. All costs are borne by Brevard County and funded through their licensing and enforcement fees.

RECOMMENDATION:

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

DW/tjl

Attachments: 1) Agreement
2) Chapter 22, Brevard County Code

K:\Lefler\AgendaItems\April2015\040215\UnlicensedContractors.doc

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 Titusville.

THIS AGREEMENT, made and entered into this _____ day of _____ by and between the City of Titusville, 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 Titusville 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 Titusville, 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 at no cost to the CITY. 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.

ARTICLE IV. DISPUTE RESOLUTION

Venue for any dispute arising under 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 Titusville.

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.



APR 22 2015

City of Titusville

INTEROFFICE MEMORANDUM

*WVW EW
14 APR 15*

DATE: April 14, 2015
TO: Scott Larese, City Manager
FROM: Koert Van Wormer, Deputy Building Official *KVW*
SUBJECT: INTERLOCAL AGREEMENT

Per the City Council Summary of Action, copy attached, from the March 24, 2015 meeting, Item "E" under Consent Agenda, attached are two copies of the proposed Inter-local Agreement with Brevard County. The purpose of the agreement is to allow Brevard County to take over the task of enforcing licensing and permitting requirements for contractors.

Please forward both copies to the mayor for his signature so each municipality will have an original copy of the agreement. The County Commission will have the agreement enacted once they have received the executed copies.

4-15-15

Koert

Please return an
original (fully executed)
to our office.

Wade
Clerks office

Review and approve the FY 2014-15 annual expenditure of City funds as contained within the annual budget for the North Brevard Economic Development Zone.

Approved in accordance with recommendations.

E. Interlocal Agreement with Brevard County Regarding Contractor Licensing and Regulation

Approve the interlocal agreement between the City and Brevard County regarding the contractor licensing and regulation, and authorize the Mayor to execute the agreement.

Approved in accordance with recommendations.

Council directed staff to prepare a comprehensive view of the entire stormwater issue at Royal Oaks and provide to Council at a future meeting.

F. Work Order for US#1 Gateway Final Design

Approve the award of Work Order BHPW008 to Bellomo Herbert in the amount of \$95,281 for the preparation of final design and perform other related services for the US#1 gateway improvements, and authorize the Mayor to execute said Work Order.

Approved in accordance with recommendations.

G. Advisability to Amend Code Relating to Solid Waste

Approve advisability to amend Chapter 16 of the City's *Code of Ordinances* relating to solid waste.

Approved in accordance with recommendations.

H. Advisability to Develop Splash Pads in Marina Park and Sand Point Park in Cooperation with Titusville Kiwanis Club and Titusville Rotary Clubs

Approve advisability to develop splash pads in Marina Park and Sand Point Park in cooperation with the Titusville Kiwanis Club and the Titusville Rotary Clubs.

Approved in accordance with recommendations.

I. Advisability to Proceed with a Resolution of Necessity to Repair Stormwater Infrastructure at 2150 Country Club Drive

Approve advisability to proceed with a Resolution of Necessity to repair certain stormwater infrastructure located at 2150 Country Club Drive that constitutes a nuisance and a menace to the health and safety of the inhabitants of the City.

Approved in accordance with recommendations.

9. ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

A. Ordinance No. 9-2015 Relating to Development Agreements

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 Titusville.

THIS AGREEMENT, made and entered into this _____ day of _____ by and between the City of Titusville, 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 Titusville 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 Titusville, 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 at no cost to the CITY. 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.

ARTICLE IV. DISPUTE RESOLUTION

Venue for any dispute arising under 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 Titusville.

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.



APR 22 2015

City of Titusville

INTEROFFICE MEMORANDUM

*WV 201
14 APR 15*

DATE: April 14, 2015
TO: Scott Larese, City Manager
FROM: Koert Van Wormer, Deputy Building Official *KVW*
SUBJECT: INTERLOCAL AGREEMENT

Per the City Council Summary of Action, copy attached, from the March 24, 2015 meeting, Item "E" under Consent Agenda, attached are two copies of the proposed Inter-local Agreement with Brevard County. The purpose of the agreement is to allow Brevard County to take over the task of enforcing licensing and permitting requirements for contractors.

Please forward both copies to the mayor for his signature so each municipality will have an original copy of the agreement. The County Commission will have the agreement enacted once they have received the executed copies.

4-15-15
Koert
Please return an
original (fully executed)
to our office.
Wanda
Clarks office

Review and approve the FY 2014-15 annual expenditure of City funds as contained within the annual budget for the North Brevard Economic Development Zone.

Approved in accordance with recommendations.

E. Interlocal Agreement with Brevard County Regarding Contractor Licensing and Regulation

Approve the interlocal agreement between the City and Brevard County regarding the contractor licensing and regulation, and authorize the Mayor to execute the agreement.

Approved in accordance with recommendations.

Council directed staff to prepare a comprehensive view of the entire stormwater issue at Royal Oaks and provide to Council at a future meeting.

F. Work Order for US#1 Gateway Final Design

Approve the award of Work Order BHPW008 to Bellomo Herbert in the amount of \$95,281 for the preparation of final design and perform other related services for the US#1 gateway improvements, and authorize the Mayor to execute said Work Order.

Approved in accordance with recommendations.

G. Advisability to Amend Code Relating to Solid Waste

Approve advisability to amend Chapter 16 of the City's *Code of Ordinances* relating to solid waste.

Approved in accordance with recommendations.

H. Advisability to Develop Splash Pads in Marina Park and Sand Point Park in Cooperation with Titusville Kiwanis Club and Titusville Rotary Clubs

Approve advisability to develop splash pads in Marina Park and Sand Point Park in cooperation with the Titusville Kiwanis Club and the Titusville Rotary Clubs.

Approved in accordance with recommendations.

I. Advisability to Proceed with a Resolution of Necessity to Repair Stormwater Infrastructure at 2150 Country Club Drive

Approve advisability to proceed with a Resolution of Necessity to repair certain stormwater infrastructure located at 2150 Country Club Drive that constitutes a nuisance and a menace to the health and safety of the inhabitants of the City.

Approved in accordance with recommendations.

9. ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

A. Ordinance No. 9-2015 Relating to Development Agreements

taber

IT, A. 3

10/1

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*
William Capote, Mayor

ATTEST: *Alice Passmore*
Alice Passmore, City Clerk

DATE: 04-06-15

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Robin Fisher
Chairman

As approved by the Board on 07-21-15

Reviewed for legal form and content

Assistant County Attorney

Date

Table

II, A.3
1042

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 TITUSVILLE

BY: [Signature] / MAYOR
Name/Title (i.e. Mayor, City Manager)

ATTEST: Wade & Wees / City Clerk
Name/Title (i.e. City Clerk, City Atty)

DATE: 4-15-15

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Robin Fisher
Chairman

As approved by the Board on 7-21-15.

Reviewed for legal form and content

[Signature]
Assistant County Attorney

6/30/15
Date

II, A B
2012

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 TITUSVILLE

BY: J. A. Sullivan / Mayor
Name/Title (i.e. Mayor, City Manager)

ATTEST: Wanda F. Wells / City Clerk
Name/Title (i.e. City Clerk, City Atty)

DATE: 4-15-15

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Robin Fisher
Chairman

As approved by the Board on 7-21-15.

Reviewed for legal form and content

[Signature]
Assistant County Attorney

6/30/15
Date