



CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida

Tuesday, April 14, 2026, at 7:00 PM

City Hall Council Chamber | 2055 South Patrick Drive

AGENDA

Mayor and City Council

Scott Nickle, Mayor

Adam Dyer, Deputy Mayor

Susan Ruimy, Council Member

David Nutt, Council Member

Neil Yorio, Council Member

Administration

John W. Coffey, ICMA-CM -City Manager

Karl Bohne — City Attorney

Nikki Gold — City Clerk

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION**
- 3. ROLL CALL**
- 4. EXCUSAL OF COUNCIL MEMBERS**
- 5. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY**
- 6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS**
- 7. APPROVAL OF MINUTES**
 - a. March 24, 2026: Regular City Council Meeting Minutes
- 8. REPORTS**
 - a. City Manager Report
 - b. City Attorney's Report
 - c. Council Comments
 - d. Public Comments (Non-Public Hearing Agenda Item Only)
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**

- a. Award of milling, paving, and striping contract via a piggyback contract from Brevard County (Action item)
- b. Confirmation of Pine Tree/Banana River Drive traffic study change order (Action item)
- c. School Year 2026-2027 School Resource Officer Memorandum of Understanding (Action item)
- d. Full-time Firefighter/EMT staffing proposal (Action item)
- e. Resolution No. 26-04: Revised Employee Pay and Classification Plan (Action item)
- f. Dispatch services agreement with Brevard County Sheriff's Office (Action item)
- g. Proposed severance for Police Department dispatch employees (Consensus item)
- h. Authorization to dispose of surplus fixed assets (action item)

11. PUBLIC FORUM

12. ADJOURN

ALL PERSONS WISHING TO BE HEARD SHOULD APPEAR IN PERSON AT THESE HEARINGS OR SEND WRITTEN COMMENTS TO THE CITY CLERK. ALL PERSONS AND PARTIES ARE HEREBY ADVISED THAT IF THEY SHOULD DECIDE TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE PUBLIC MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FSS 286.0105. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY CLERK AT 321-773-3181 AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.



CITY COUNCIL MEETING
City of Indian Harbour Beach, Florida
Tuesday, March 24, 2026, at 7:00 PM
Recreation Center | 1233 Yacht Club Boulevard

MEETING MINUTES

Mayor and City Council

Scott Nickle, Mayor
Adam Dyer, Deputy Mayor
Susan Ruimy, Council Member
David Nutt, Council Member
Neil Yorio, Council Member

Administration

John W. Coffey, ICMA-CM -City Manager
Karl Bohne — City Attorney
Nikki Gold — City Clerk

1. CALL TO ORDER

Mayor Nickle called the meeting to order at 7:00 pm.

2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

3. ROLL CALL

The Mayor and all Council Members were present. Also in attendance, City Manager Coffey and City Attorney Bohne.

4. EXCUSAL OF COUNCIL MEMBERS

N/A

5. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY

N/A

6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS

- a. **Arbor Day Proclamation**
- b. **Water Conservation Month Proclamation**
- c. **Fire Department Presentation**

Fire Chief Lewis presented Jacob Anderson with his firefighter helmet and pin.

7. APPROVAL OF MINUTES

a. Regular City Council Meeting - March 10, 2026

Minutes approved by acclamation.

b. Joint Special City Council Meeting with Satellite Beach: Muck Removal Project - March 11, 2026

Minutes approved by acclamation.

8. REPORTS

a. City Manager Report

- Provided status of the City Hall Baffle Box project.
- Provided status of the Fire Station Annex project.
- Provided status on the Communications Manager position.
- City Hall is currently under maintenance.
- Contract signed for flock cameras at Algonquin Sports Complex.
- NeoGov contract signed for HR and Onboarding services.
- Upcoming Special Magistrate meeting scheduled for May 20, 2026.
- City received DEP funds for the exfiltration project(s).
- Florida Legislative update.
- Annual School Resource Officer MOU update.
- Muck project MOU update.
- Minor staff reorganization proposal.

b. City Attorney's Report

Draft of the Muck Removal Project agreement with Satellite Beach is in review.

c. Council Comments

- Council Member Ruimy attended an FPL regional symposium. She reminded all about the Veteran's statue unveiling at Gleason Park on March 25th. And she inquired about having the Special Magistrate hearing sooner than the currently scheduled date.
- Council Member Yorio echoed Council Member Ruimy's suggestion on the Special Magistrate hearing date. He also invited all to attend the upcoming Arbor Day event on March 28th.
- Council Member Nutt echoed Council Member Ruimy's comments on the Veterans memorial and thanked Brevard County for speaking with residents regarding the possible lift station project.

d. Public Comments (Non-Public Hearing Agenda Item Only)

The following people spoke:

- Todd Alspaugh: 1214 Yacht Club Blvd
- Kevin Hayes: 2 Yacht Club Ln
- Adam Azar: 215 Atlantic Blvd.

9. UNFINISHED BUSINESS

- a. **Continuance of tabling of first reading of Ordinance No. 2026-04: Tall Grass and wildflowers (action item)**

Motion by Council Member Nutt to table Ordinance No. 2026-04, seconded by Council Member Ruimy, carried 5-0.

10. NEW BUSINESS

- a. **Review of Draft Ordinance No. 2026-07: Watercraft and watercraft storage (discussion item)**

Council made some suggestions, including the maximum boat size, a definition of "improved surface", side setbacks, the number of vehicles, and language requiring the watercraft to be owned by the homeowner.

- b. **Discussion of FY27 Stormwater Utility Assessment rate and notification to Brevard County (action item)**

Motion by Council Member Yorio to not increase the Stormwater Utility Assessment rate and send notification to Brevard County of such decision, seconded by Council Member Nutt, carried 5-0.

- c. **Pine Tree Drive and Banana River Drive traffic study findings (action item)**

Consensus of Council not to accept the recommended changes by the traffic engineer and reapproach with alternatives.

- d. **Authorization to dispose of surplus fixed assets (action item)**

Motion by Deputy Mayor Dyer to dispose of fixed assets, seconded by Council Member Ruimy, carried 5-0.

- e. **2026 City Manager's evaluation instrument (consensus item)**

Consensus to move forward with the current evaluation instrument, allowing Council to omit themselves from any question they do not feel informed on.

11. PUBLIC FORUM

The following people spoke:

- Larry Covey: 1108 Banana River Dr
- Caraline Vince: 942 Flotilla Club Dr

12. ADJOURN

Motion by Council Member Nutt to adjourn the meeting at 8:58 pm, seconded by Deputy Mayor Dyer, carried 5-0.

X_____

Scott Nickle
Mayor

ATTEST:

X_____

Nicole "Nikki" Gold
City Clerk

CITY MANAGER'S REPORT: April 14, 2026

A. ACTION ITEMS

1. N/A

B. INFORMATIONAL ITEMS

1. Grounded sailboat

The sailboat that came to shore in Satellite Beach is slowly drifting southward and is expected to cross into the City soon. The boat owner is working with FWC, Brevard County, and the U.S. Coast Guard to remove the boat safely.

2. ASC Expansion project update

On April 9th, I approved change order #2 (called C.O. #1 on the form) for a cost reduction of \$17,282.94 for the following tasks:

(\$1,200.00) Fence on the east side of the property to remain
\$1,300.00 Daktronics Scoreboard replaceable vinyl captions added
(\$35,000.00) Credit for use of recycled Brock pad for the multipurpose field
\$16,687.49 Control Structure 1 and reinforced concrete pipe added
\$2,266.88 Asphalt walking paths widened to 8'
(\$1,337 .31) Asphalt walking path around basketball court eliminated

Additional changed orders are anticipated to cover the cost of

- Realignment of the walking path by the North Osceola Drive entrance
- A speed hump installation inside the North Osceola Drive entrance
- The second FPL conduit installation

3. Majority grant-funded City Hall Baffle Box project update

The contractor began work on March 30th and is proceeding according to schedule. In response to concerns from a neighboring property owner, the contractor will install vibration-monitoring equipment to ensure vibration levels do not exceed thresholds that could damage nearby structures.

4. Communications Manager position update

The job advertisement closed on March 13, 2026, with 12 applicant packets received. Nine telephone interviews were held on March 26th and 27th, with four on-site interviews scheduled for April 13th and 15th.

5. Fire Department Quarterly Report

Attached are the 2026 first quarter incident response activity report and chart. Of note, out of the 174 calls for service, only four were fire-related.

6. 2026 Legislative Session

The Legislative Session ended on March 13, 2026, without a budget being passed. A special session to finalize the FY27 State budget and address property tax reform has yet to be scheduled. A special session is scheduled to start on April 20th for congressional redistricting.

The traditional IHB legislative tracker will be provided at each Council meeting through final signing decisions by Governor DeSantis.

7. Employee Recognition

A. Police Department Records/Evidence Manager Jeannie Hoffhine

Police Chief Butler received the attached thank-you note and also spoke with the resident, who wanted to express her appreciation for Records/Evidence Manager Jeannie Hoffhine. The resident had contacted City staff requesting crash data to help her daughters with a Girl Scout project, and she shared how impressed they were with Jeannie's professionalism and willingness to assist.

C. Tentative Agenda Items for the Next Regular City Council Meeting

8. The following items are currently planned for the April 28th City Council Meeting (items requested by a Council Member are indicated in parentheses)
 - a. Administrative Professional Day proclamation
 - b. Employee of the Year presentation
 - c. Memorandum of understanding/agreement with the City of Satellite Beach regarding the muck removal projects
 - d. Memorandum of understanding regarding boundaries of the muck removal project
 - e. Piggy-back contract with Atkins-Realis for engineering services related to the muck removal project
 - f. Award of contract for City Hall restroom ADA upgrade project

D. Upcoming Events

9. Tree Preservation Board
7:00 p.m., Wednesday, April 15th
Council Chamber
10. City Council FY27-31 Five-Year Financial Model and Capital Improvement Plan workshop
5:30 p.m., Tuesday, April 28th
Council Chamber
11. City Council Meeting
7:00 p.m., Tuesday, April 28th

Council Chamber

12. Firefighters' Memorial Day
Sunday, May 3rd
USA flag display in Gleason Park
13. Planning and Zoning Board Meeting
7:00 p.m., Wednesday, May 6th
Council Chamber
14. City Council Meeting
7:00 p.m., Tuesday, May 12th
Council Chamber
15. Peace Officers Memorial Day
Friday, May 15th
USA flag display in Gleason Park
16. Armed Forces Day
Saturday, May 16th
USA flag display in Gleason Park
17. Special Magistrate hearings
9:00 a.m., Wednesday, May 20th
Council Chamber
18. Tree Preservation Board
7:00 p.m., Wednesday, May 20th
Council Chamber
19. Memorial Day
Monday, May 25th
USA flag display in Gleason Park
Offices closed
20. City Council Meeting
7:00 p.m., Tuesday, May 26th
Council Chamber



To: City of Indian Harbour Beach

Date: 3/3/26

Project Name: Algonquin Sports Complex

Project Address: 100 Crespino Ct, Indian Harbour Beach, FL

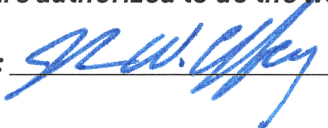
Re: Change Order #1 – Various Items

Change order #1 incorporates the following:

- Fence on the East Side of the property to remain.....(\$1,200.00)
- Daktronics Scoreboard- Replaceable vinyl captions added.....\$1,300.00
- Credit for use of recycled Brock Pad.....(\$35,000.00)
- Control Structure 1 and reinforced concrete pipe added.....\$16,687.49
- Asphalt walking paths widened to 8'.....\$ 2,266.88
- Asphalt walking path around basketball court eliminated.....(\$1,337.31)

Total change order amount: -(\$17,282.94)

Acceptance of proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: 09 April 26 **Signature:** 

Legacy Sports Construction
West Melbourne, FL 32904



INCIDENT RESPONSE ACTIVITY

INCIDENT RESPONSE ACTIVITY

JANUARY - MARCH 2026

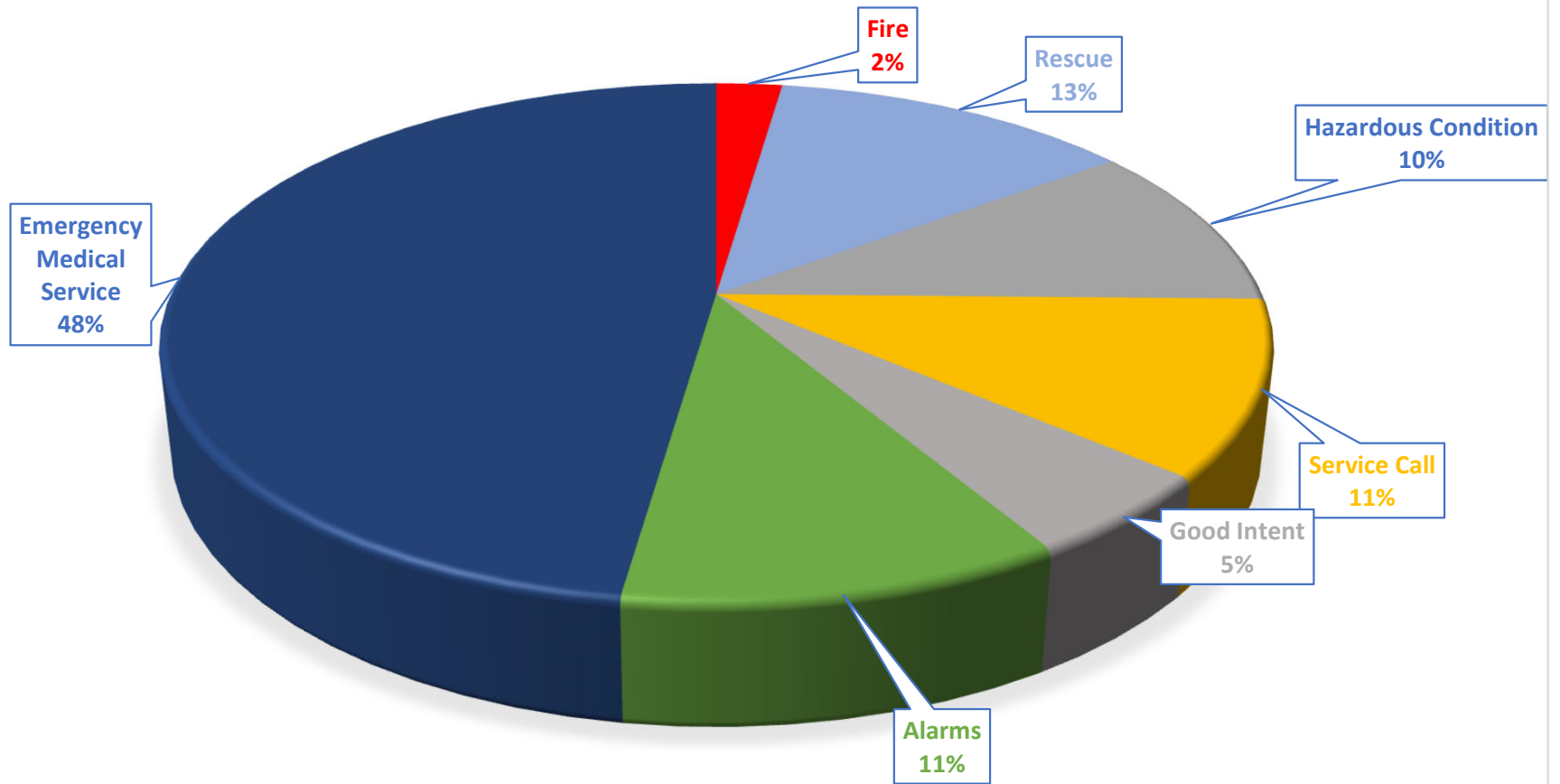
Total Incidents

174

Fires	4
Building Fire	1
Vehicle Fire	1
Other Fire	2
Rescue	22
Motor Vehicle Crash	7
Rescue/Extrication	0
Assst Invalid	9
Water Rescue	0
Animal Rescue	1
Elevator Rescue	5
Hazardous Condition	18
Gas Leak (Natural or LPG)	3
Hazardous Materials Release	4
Carbon Monoxide Leak	1
Odor Investigation	3
Wires Down	4
Arcing / Shorted Electrical Equipment	1
Other Hazardous Condition	0
Smoke Scare	2
Lightning Strike, No Fire	0
Service Call	19
Water Leak	0
Smoke Removal	0
Damaged Hydrant	1
Citizen Assist / Service	15
Assist Law Enforcement	2
Move-Up	1
Other Public Service	0
Good Intent	9
Cancelled Enroute	8
Unfounded Hazardous Materials	1
Alarms	19
Smoke Detector Activation, Malfunction	3
Alarm System Activation, Malfunction	8
Smoke Detector Activation, Unintentional	0
Alarm System Activation, Unintentional	5
Carbon Monoxide Alarm, Unfounded	1
Medical Alarm	2

Emergency Medical Service	83
Abdominal Pain	1
Allergic Reaction	1
Altered Mental Status	4
Assault	1
Breathing Problems	15
Behavioral/Psychological	1
Cardiac Arrest	1
Chest Pain	7
Diabetic Issues	1
Fall	20
Heart Problems	2
Hemorrhage/Laceration	2
Nausea/Vomiting	1
Other Traumatic Injury	2
Overdose	2
Seizures/Convulsions	7
Sick Case	3
Stroke	6
Unconscious	3
Unknown Medical Problem	1
Well Person Check	2

DEMAND BY TYPE OF SERVICE



Dear Jeannie Hoffhine,

2-11-26

Thank you so much for the useful crash reports and other information. You were so helpful in this process, Eloise and I can't thank you enough for your assistance. Thank you again for your help, we hope you enjoy our newest cookie flavor, explorations.

Sincerely,

Troop 1049



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Award of milling, paving, and striping contract via a piggyback contract from Brevard County (Action item)

Cost: \$197,993.10 (FY26 Budget of \$232,200.00)

Attachments: Bid and piggy-back contract documentation

Staff Recommendation:

Consider awarding a not-to-exceed \$198,000.00 milling and paving contract to Goodson Paving, Inc. via a piggyback contract from Brevard County.

Background Information:

The FY26 Budget contains \$232,200.00 for the annual milling and paving project. City Code (Sec. 2-8(b)) permits piggyback contracting from other public sector agencies that have competitively sourced like items.

Staff located a contract from Brevard County for paving-related services with Goodson Paving, Inc., the vendor the City has used in prior years. Recommended for FY26 is the milling and re-paving of the following streets as listed below:

Ponkapoag Way	30,374.60
Algonquin Terrace	34,951.30
Navaho Circle	13,689.00
Anona Place	38,007.70
North Osceola Drive	38,923.40
Central Road	14,542.20
Park Drive	27,504.90
Total	197,993.10

A contract for the re-striping of the roads will be awarded separately, with the remaining balance ultimately being transferred to the City Manager's Contingency account.

Hence, staff recommends the City Council award a not-to-exceed \$198,000.00 contract to Goodson Paving, Inc. via a piggyback contract from Brevard County for paving services.

-

Goodson Paving, Inc.

26-PW0003

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

March 18, 2026

TO: City of Indian Harbour Beach

ATTN: Todd Scaldo

FROM: Chris Brunais

RE: CIB 2026 Milling & Paving (#7460)

PROPOSAL

Scope of Work:

Milling and placing a 1.25" average depth SP-9.5 asphalt overlay on various streets located in Indian Harbour Beach, Florida. The quantities provided are only estimates and the actual payment is to be made on field measured quantities determined upon completion of the work.

• Ponkapoag Way

Milling	2,073 SY @ \$2.70	=\$ 5,597.10
Paving w/1.25" SP-9.5	185 TN @ \$121.50	=\$22,477.50
Temp Striping	1 LS @ \$685.00	=\$ 685.00
Thermo Striping	1 LS @ \$1,615.00	=\$ 1,615.00

TOTAL: =\$30,374.60

• Algonquin Terrace

Milling	2,544 SY @ \$2.70	=\$ 6,868.80
Paving w/1.25" SP-9.5	225 TN @ \$121.50	=\$27,337.50
Temp Striping	1 LS @ \$255.00	=\$ 255.00
Thermo Striping	1 LS @ \$490.00	=\$ 490.00

TOTAL: =\$34,951.30

Navaho Circle

Milling	1,020 SY @ \$2.70	= \$ 2,754.00
Paving w/1.25" SP-9.5	90 TN @ \$121.50	= \$10,935.00

TOTAL: = \$13,689.00

Anona Place

Milling	2,751 SY @ \$2.70	= \$ 7,427.70
Paving w/1.25" SP-9.5	240 TN @ \$121.50	= \$29,160.00
Temp Striping	1 LS @ \$425.00	= \$ 425.00
Thermo Striping	1 LS @ \$995.00	= \$ 995.00

TOTAL: = \$38,007.70

North Osceola Dr.

Milling	2,667 SY @ \$2.70	= \$ 7,200.90
Paving w/1.25" SP-9.5	235 TN @ \$121.50	= \$28,552.50
Temp Striping	1 LS @ \$945.00	= \$ 945.00
Thermo Striping	1 LS @ \$2,225.00	= \$ 2,225.00

TOTAL: = \$38,923.40

Central Rd.

Milling	1,061 SY @ \$2.70	= \$ 2,864.70
Paving w/1.25" SP-9.5	95 TN @ \$121.50	= \$11,542.50
Temp Striping	1 LS @ \$40.00	= \$ 40.00
Thermo Striping	1 LS @ \$95.00	= \$ 95.00

TOTAL: = \$14,542.20

Park Dr.

Milling	2,037 SY @ \$2.70	= \$ 5,499.90
Paving w/1.25" SP-9.5	180 TN @ \$121.50	= \$21,870.00
Temp Striping	1 LS @ \$40.00	= \$ 40.00
Thermo Striping	1 LS @ \$95.00	= \$ 95.00

TOTAL: = \$27,504.90

~~School Rd.~~

~~Milling~~	~~2,944 SY @ \$2.70~~	~~= \$ 7,948.80~~
~~Paving w/1.25" SP-9.5~~	~~260 TN @ \$121.50~~	~~= \$31,590.00~~
~~Temp Striping~~	~~1 LS @ \$395.00~~	~~= \$ 395.00~~
~~Thermo Striping~~	~~1 LS @ \$950.00~~	~~= \$ 950.00~~

~~**TOTAL: = \$40,883.80**~~

~~Indian Harbour Ct.~~

~~Milling~~	~~2,135 SY @ \$2.70~~	~~= \$ 5,764.50~~
~~Paving w/1.25" SP-9.5~~	~~185 TN @ \$121.50~~	~~= \$22,477.50~~
~~Temp Striping~~	~~1 LS @ \$40.00~~	~~= \$ 40.00~~
~~Thermo Striping~~	~~1 LS @ \$95.00~~	~~= \$ 95.00~~

~~TOTAL: = \$28,377.00~~

~~Cheyenne Blvd.~~

~~Milling~~	~~4,503 SY @ \$2.70~~	~~= \$12,158.10~~
~~Paving w/1.25" SP-9.5~~	~~305 TN @ \$121.50~~	~~= \$47,992.50~~
~~Temp Striping~~	~~1 LS @ \$540.00~~	~~= \$ 540.00~~
~~Thermo Striping~~	~~1 LS @ \$1,270.00~~	~~= \$ 1,270.00~~

~~TOTAL: = \$61,960.60~~

~~GRAND TOTAL: = \$329,214.50~~

Notes

1. Payment is to be made within 30 days after completion of work. City of Indian Harbour Beach agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
2. Prices will be honored for 30 days from the date of this proposal.
3. New asphalt pavement takes approximately 60 days to cure. During this period, it is possible for pavement scuffing (i.e., tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.
4. Asphalt prices for this proposal are based on the current Brevard County Contract #B-6-23-70.

Exclusions are as follows:

Fees or Permits
Sunday, Holiday, or Night Work
Testing
Utility Risers

APPROVED & ACCEPTED BY:

GOODSON PAVING:

CITY OF INDIAN HARBOUR BEACH:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Bid Title: Paving Services & Asphaltic Concrete

Bid No: B-6-23-70

Opening Date & Time: August 17, 2023 10:00 AM

Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM

Posted By: James Norris

BID TABULATION									
CONCRETE			ASPHALTIC BID # B-6-23-70		Contractor				
DESCRIPTION			UNIT	Goodson Paving		Prefered Materials, Inc		V.A. Paving	
SUPERPAVE									
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED		TON	\$	121.50	\$	157.95	\$	113.22
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED		TON	\$	138.00	\$	216.05	\$	139.17
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED		TON	\$	165.00	\$	263.10	\$	215.00
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED		TON	\$	124.75	\$	152.10	\$	109.45
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED		TON	\$	140.00	\$	210.15	\$	135.17
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED		TON	\$	165.00	\$	259.75	\$	215.00
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED		TON	\$	715.00	\$	1,200.00	\$	650.00
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED		TON	\$	550.00	\$	1,446.00	\$	605.00
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED		TON	\$	425.00	\$	920.25	\$	385.00
HOT ASPHALT SP-9.5	FOB		TON	NO BID		\$	102.05	\$	87.00
HOT ASPHALT SP-12.5	FOB		TON	NO BID		\$	102.05	\$	83.00

FRICTION COURSE

FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$	210.00	\$	300.35	\$	244.40
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$	161.00	\$	192.90	\$	137.22
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$	159.00	\$	174.15	\$	134.87
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$	615.00	\$	1,445.00	\$	635.00
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$	565.00	\$	917.00	\$	415.00
HOT ASPHALT FC-12.5	FOB	TON	NO BID		\$	124.00	\$	110.00

* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

MISCELLANEOUS

COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	\$	7.90	\$	6.55	\$	5.00
	SY 2,501 - 5,000 SY	SY	\$	3.60	\$	4.45	\$	3.00
	SY 5,001 - 15,000 SY	SY	\$	2.70	\$	3.10	\$	2.75
	SY 15,001 + SY	SY	\$	2.45	\$	3.10	\$	2.50
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	\$	20.00	\$	19.20	\$	10.00
TACK	FOB	GAL	\$	10.25	\$	23.50	\$	15.00
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	\$	0.85	\$	2.00	\$	1.00
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	\$	1.05	\$	2.00	\$	2.00
ASHPALT MILLINGS	FOB	TON	NO BID		\$	110.00	\$	75.00
NON-STANDARD HOURS WORK PER TON			\$	18.00	\$	16.50	\$	10.00



Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

June 11, 2025

Mr. Travis Goodson
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926

Email: Faith.Goodsonpaving@gmail.com

RE: B-6-23-70, Paving Services and Asphaltic Concrete

Dear Mr. Goodson:

This letter is to notify you of the intent to renew B-6-23-70, Paving Services and Asphaltic Concrete. The effective dates of this renewal will be 8/31/2025 to 8/30/2026.

If Goodson Paving, Inc. is interested in renewing this bid under the same terms, prices, and conditions; please respond by checking the appropriate box below; and acknowledge the renewal of B-6-23-70, Paving Services and Asphaltic Concrete, by signing in the signature box below. If agree, a new purchase order will be issued to you to cover the renewal period.

Acceptance of this renewal offer constitutes understanding that Brevard County requires all Contractors issued a Purchase Order to be enrolled in the U.S. Department of Homeland Security's (USDHS) E-Verify program. Brevard County requires confirmation that your company is a participating employer. Brevard County will verify your company's enrollment via the USDHS website. If unable to be located, Brevard County will request confirmation that your company has recently enrolled, via the Memorandum of Understanding, submitted to our Office. Brevard County is unable to renew term agreements with any Contractor who does not participate in the E-Verify program.

☒ Goodson Paving, Inc. agree to renew subject contract through 8/30/2026, under the terms, pricing, and conditions as outlined above.

☐ Goodson Paving, Inc. does not agree to renew this contract under the terms, pricing and conditions outlined above.

If Goodson Paving, Inc. is **not interested** in renewing this contract, please share why, so we can better consider the perspective of our business partners.

If renewing, you are required to submit your updated insurance certificates naming the Brevard County Board of County Commissioners as Certificate Holder. **The certificates of insurance are required to be returned with your acceptance of this notice.** Brevard County reserves the right to re-bid all items on this bid if all items are not received pertaining to this renewal.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Angel Dutton at 321-617-7390. **Please email your response within five (5) business days to Angel Dutton at Angel.Dutton@brevardfl.gov.** Your timely attention to this matter is greatly appreciated.

Sincerely,

Sherry Collett 6/13/2025
Sherry Collett, Purchasing Supervisor Date

Travis Goodson, President
Vendor Name & Title, (Typed or Print)

[Signature] 6/13/25
Vendor Signature Date

321-681-5522
Area Code/Telephone Number



Florida's Space Coast

Central Services Department/Purchasing
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

(321) 617-7390

March 24, 2026

Mr. Travis Goodson
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926

Email: Kris.goodsonpaving@gmail.com

RE: B-6-23-70 Paving Services and Asphaltic Concrete

Mr. Goodson:

Our review of the Producer Price Index (PPI) and the Florida Department of Transportation (FDOT) Asphalt Index verifies that prices for products has decreased.

The bid allows for a price adjustment when line items on the FDOT Asphalt Price Index vary more than 5% from the Bituminous Material Index that was applicable at the time when bids were received. Per the attached tracking/FDOT's website, unmodified binders are now 6% less than in September 2023. This would affect line items labeled SP (Super Pave); FC items have not met the threshold for price adjustment.

The following price changes are effective immediately upon receipt of this letter:

	Unit	Goodson Old Unit Cost	Goodson New Unit Cost
SP-9.5 ROAD PAVING	Ton	\$ 121.50	\$119.12
SP-9.5 PARKING LOT	Ton	\$ 138.00	\$135.62
SP-9.5 BIKE PATH	Ton	\$ 165.00	\$162.62
SP-12.5 ROAD PAVING	Ton	\$ 124.75	\$122.37
SP-12.5 PARKING LOT	Ton	\$ 140.00	\$137.62
SP-12.5 BIKE PATH	Ton	\$ 165.00	\$162.62
SPEED HUMPS SP-9.5	Ton	\$ 715.00	\$712.62
< 25 TN PATCHING SP-9.5	Ton	\$ 550.00	\$547.62
25-50 TN PATCHING SP 9.5	Ton	\$ 425.00	\$422.62
HOT ASPHALT SP-9.5	Ton	N/A	N/A
HOT ASPHALT SP-12.5	Ton	N/A	N/A

Brevard County looks forward to continuing this relationship with your Company. As always if you have any questions please feel free to contact me at (321) 617-7390. Thank you.

Sincerely,

Mary Bowers

Mary Bowers
Purchasing Manager

cc: Public Works Department



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Confirmation of Pine Tree/Banana River Drive traffic study change order (Action item)

Cost: \$4,600.00

Attachments: Singed change order
Signed original traffic study proposal

Staff Recommendation:

Consider confirming the City Manager's authorization to approve a change order in the amount of \$4,600.00 to LTG Engineering and Planning for additional work associated with the Pine Tree Drive and Banana River Drive traffic study.

Background Information:

On January 13, 2026, at the request of a resident, the City Council directed staff to hire a traffic consultant for a low-level analysis for basic striping and signage at the Pine Tree Drive and Banana River Drive intersection. On February 10, 2026, the City Council approved a proposal from LTG Engineering & Planning in the amount of \$6,700.00. On March 24th the City reviewed the traffic study, rejected the recommendations, and requested staff to have the consultant review the possibility of swapping the yield sign from Banana River Drive to Pine Tree Drive and other required improvements.

On March 31st, the City Manager administratively authorized a change order in the amount of \$4,600.00 to accomplish the desires of the City Council. Per City Code

Chapter 2, section 2.4, sub-section C of the City Code states:

The city manager is authorized to approve change orders to contracts up to ten percent (10.00%) of the original contract amount, where the original contract amount or a maximum of \$40,000.00 (\$400,000.00), whichever is less.

Although beyond his explicit spending authority, the City Manager administratively approved this change order, 68.66% change order, to expedite the eventual resolution

to this resident's requested initiative.

Hence, the City Manager requests that the City Council confirm his administrative approval of the change order to the traffic study in the amount of \$4,600 or 68.66%.



Via E-Mail: (dbutler@indianharbourbeach.gov)

Ref: 6664.00

March 31, 2026

David Butler
Chief of Police
Indian Harbour Beach Police Department
1835 S. Patrick Drive
Indian Harbour Beach, FL 32937

Re: Banana River Drive at Pine Tree Drive – Operational Analysis, Additional Services #1 Proposal
Indian Harbour Beach, Florida

Dear Chief Butler:

LTG, Inc. (LTG) hereby submits the following proposal to conduct ADDITIONAL SERVICES on behalf of the Banana River Drive at Pine Tree Drive Operational Analysis project (the PROJECT) in the City of Indian Harbour Beach, Florida (the CITY). For the purposes of this agreement, Indian Harbour Beach Police Department shall be referred to as the CLIENT.

The ADDITIONAL SERVICES are required to increase the budget for Task 1 (Operational Analysis) to update the Technical Memorandum (TM) previously prepared for the CITY, dated 3/10/2026. The update is required due to the infeasibility of LTG's initial recommendation provided for the Banana River Drive, Pine Tree Drive, and Osceola Drive junction. The initial recommendation was deemed infeasible by the CITY due to concerns related to Fire Department station access and potential impacts to existing infrastructure. The updated TM will include the evaluation of a secondary alternative proposed by LTG which includes:

- The removal of Yield control along Banana River Drive,
- The addition of a dedicated westbound left turn lane providing access to Pine Tree Drive, and
- A modified Stop-controlled Pine Tree Drive approach to Banana River Drive.

The budget required to fulfill this task is provided below:

Task	Type	Original Fee	Budget Remaining	Budget Increase	New Budget
Task 1 – Operational Analysis	Fixed	\$6,700.00	-	\$4,600.00	\$11,300.00

If you are in agreement with this proposal for ADDITIONAL SERVICES, please sign below and return the authorization to me at rhartman@ltg-inc.us.

Sincerely,

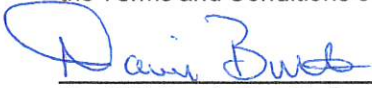
LTG, Inc.

A handwritten signature in black ink, appearing to read 'Ryan Hartman'.

Ryan Hartman, PE
Project Engineer

David Butler
March 31, 2026
Page 2

In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this ADDITIONAL SERVICES AGREEMENT, does hereby accept the increased scope, schedule and associated fee amount and authorize LTG to commence with the analysis as described above. He/She further understands that the Terms and Conditions of the original agreement, dated January 20, 2026, apply to this supplemental agreement.



David Butler, Indian Harbour Beach Police Department

4/1/26

Date

Via E-Mail: (dbutler@indianharbourbeach.gov)

Ref: 6664.00

January 20, 2026

David Butler
Chief of Police
Indian Harbour Beach Police Department
1835 S. Patrick Drive
Indian Harbour Beach, FL 32937

Re: Banana River Drive at Pine Tree Drive Operational Analysis Proposal
Indian Harbour Beach, Florida

Dear Chief Butler:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct traffic engineering and transportation planning services on behalf of the Banana River Drive at Pine Tree Drive Operational Analysis (the PROJECT) in the City of Indian Harbour Beach, Florida (the CITY). For the purposes of this proposal/agreement, Indian Harbour Beach Police Department, will be referred to as the CLIENT. The following Scope of Services (the SCOPE) describing LTG's work to be conducted under this Agreement is described below:

SCOPE OF SERVICES

Task 1 – Banana River Drive at Pine Tree Drive Operational Analysis

LTG shall complete an operational analysis of the Banana River Drive at Pine Tree Drive intersection. The operational analysis shall include the collection and analysis of turning movement counts for the AM and PM peak periods for the Banana River Drive, Pine Tree Drive, and Osceola Drive junction. The analysis technique will be the current version of *Synchro*, which is based on the Highway Capacity Manual. The effort will include a field review to verify roadway geometry, intersection control, and existing signs and pavement markings. The effort will also include the collection and analysis of historical crash data, reported by Signal Four Analytics over a five-year period, within the junction influence area. The crash data will be evaluated to identify potential trends or patterns at the junction.

The procedures and results of the analysis will be documented in a technical memorandum (TM), including recommendations for improvements to existing signs and pavement markings. A conceptual plan will be provided, using the current version of *Civil3D*, depicting the recommended improvements. The recommendations will be consistent with the standards provided in the latest edition of the Florida Department of Transportation (FDOT) Design Manual (FDM) and FDOT Standard Plans for Road Construction. The TM will be provided to the CLIENT for review and any comments or concerns raised by the CLIENT will be addressed prior to finalizing the TM.

Task 2 – Data Collection Subconsultant

LTG shall contract with a traffic data collection subconsultant for the collection of traffic/turning movement counts at the Banana River Drive, Pine Tree Drive, and Osceola Drive junction. Any changes to the SCOPE or data collection for more than is specified in Task 1 will be constituted as ADDITIONAL SERVICES.

Task 3 – Meetings and Conference Calls

LTG shall prepare for and attend meetings on an as-needed basis. Meetings include but are not limited to conference calls, hearings, and public meetings with the CLIENT and/or the CITY.

SCHEDULE

LTG shall initiate the work effort immediately upon receipt of a properly executed contract/agreement, any specified retainer and site plan (collectively known as the AUTHORIZATION). For Task 1 (Banana River Drive at Pine Tree Drive Operational Analysis), LTG shall submit a draft Technical Memorandum (TM) to the CLIENT within five (5) weeks of AUTHORIZATION. LTG shall provide sufficient bound, signed and sealed copies of the finalized report to the CLIENT for use in submitting to the CITY. Task 2 (Data Collection) shall be completed in conjunction with Task 1. Task 3 (Meetings/Conference Calls) shall be conducted on an as-needed basis.

COMPENSATION

Task	Fee Type	Fee/Budget
Task 1 – Banana River Drive at Pine Tree Drive Operational Analysis	Fixed	\$6,700.00
Task 2 – Data Collection Subconsultant (Banana River Drive, Pine Tree Drive, and Osceola Drive junction)	Fixed	\$900.00
Task 3 – Meetings and Conference Calls	T&E NTE*	\$1,500.00

**T&E NTE Budget = Time-and-Expenses (per Attachment A) Not-to-Exceed Budget*

Should the T&E NTE budget be reached, LTG shall notify the CLIENT immediately to obtain a mutually acceptable budget adjustment, in writing, prior to proceeding with the task for which any T&E NTE budget is reached.

Any revisions to the SCOPE shall constitute ADDITIONAL SERVICES and will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG's Standard Hourly Rate Sheet (see Attachment A) as shall be mutually agreeable to LTG and the CLIENT. Payment to LTG of fees under this contract must be kept current in order for LTG to continue work under this agreement as identified in LTG's Terms of Agreement (see Attachment B).

RESPONSIBILITIES OF THE CLIENT

The CLIENT shall be required to perform the following in order for LTG to maintain the PROJECT SCHEDULE:

- Provision to LTG of a properly executed contract **PRIOR** to LTG performing services identified;
- Written approval by the CLIENT of any modifications to the SCOPE required of LTG;
- Timely payment of invoices as described in Attachment B; and
- Advance notice of meetings requiring LTG staff attendance.

SERVICES NOT INCLUDED

In addition to any other task not specifically identified in the SCOPE, the items listed below would constitute ADDITIONAL SERVICES and would require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT, prior to initiation of said additional work:

- Daily traffic counts;
- Turning movement counts, or analysis of same, at more than the number of intersections or time periods identified in the SCOPE;
- Determination of modified roadway capacities to be used instead of default capacities;
- Traffic Signal Warrant Study (TSWS);
- Intersection Control Evaluation (ICE);
- Traffic Signal Design (TSD);
- Roadway Design; and
- Engineering Cost Estimates.

ACCEPTANCE OF TERMS

If the preceding SCOPE and terms are satisfactory, please sign below indicating your acceptance of the content and return the executed document in its entirety to me at rhartman@ltg-inc.us for final execution by LTG. LTG will then return a fully executed copy to you for your records. Please be advised that LTG will not begin work under this agreement without receipt of a properly executed contract and any specified retainer, and the information identified under Responsibilities of the CLIENT.

Sincerely,

LTG, Inc.



Ryan G. Hartman, PE
Project Engineer

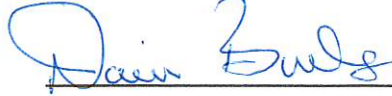
Enclosures: Attachment A - Standard Hourly Billing Rates
Attachment B - Terms and Conditions of Agreement

As a condition of this Agreement, the CLIENT agrees to accept LTG's Standard Terms and Conditions of Agreement attached hereto as Attachment B and made a part of this Agreement. In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this Agreement.

LTG, INC.

INDIAN HARBOUR BEACH POLICE DEPT.

By: _____

By:  _____

Name: Ryan G. Hartman, PE

Name: David Butler
(Please type or print)

Title: Project Engineer

Title: Chief of Police

Date: _____

Date: 2/11/26

ATTACHMENT A
Standard Hourly Billing Rates
Effective December 22, 2025

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer / CEO	\$ 370
2	Sr. Project Manager / Director	\$ 290
3	Project Manager / Assistant Director	\$ 230
4	Sr. Project Engineer / Sr. Project Planner	\$ 205
5	Project Engineer / Project Planner / Project Coordinator	\$ 200
6	Sr. Engineer Intern	\$ 190
7	Engineer Intern / Planning Intern / Sr. Transportation Analyst	\$ 160
8	Sr. Designer / CADD Manager	\$ 180
9	Designer	\$ 140
10	Sr. Technician / Technical Writer / Transportation Analyst	\$ 135
11	Technician	\$ 100
12	Administrative	\$ 125
14	Comptroller	\$ 220
16	Student Intern	\$ 85
17	Business Development Manager	\$ 230
COURT TESTIMONY		
40	Actual Testimony	\$ 510
40	Preparation Time	\$ 510

ATTACHMENT B
Terms and Conditions of Agreement
Effective December 22, 2025
(Page 1 of 2)

This engagement of Lassiter Transportation Group, Inc. (LTG) by Client is under the following Terms and Conditions and is an integral part of the collective Agreement between the CLIENT AND LTG.

1. The Agreement is valid for 30 days from the date of the Proposal.
2. Payment to LTG is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. LTG's current Standard Hourly Billing Rates (Attachment A) in effect at the time work is performed will be used to determine hourly charges.
4. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, any items required of the CLIENT, including any specified retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF N/A IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
5. Requests for additional services must be authorized in writing before additional work can begin. Additional service fees will be based on LTG's current standard hourly billing rates. Any Compensation or Schedule adjustment required will be established at that time.
6. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1 ½ percent per month and LTG reserves the right to halt work in accordance with paragraph 9. Invoices will be rendered on an LTG standard form. Any special formats requested by the CLIENT will require additional compensation.
7. Prior to releasing to the CLIENT any final work product resulting from any phase, task, subtask or portion of the services provided under this Agreement, LTG may, at its sole discretion, require payment for services rendered through the completion of the said work product.
8. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due to services rendered under this Agreement, LTG shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement.
9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to LTG within 45 days of the date of invoice, LTG may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until LTG has been paid in full all amounts due LTG and/or any of its Subconsultants and Subcontractors. Furthermore, CLIENT agrees that LTG shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.
10. Professional Liability, General Liability, and Comprehensive Automobile Liability Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage of limits in excess of LTG's normal policies, and if it is available, CLIENT agrees to reimburse LTG for such additional expense.
11. The CLIENT and LTG shall at all times mutually indemnify and save harmless each other and their officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the other, the other's agents, employees or subcontractors in connection with the project.
12. For any damage on account of any error, omission or other professional negligence, LTG's liability will be limited to the fee received under this Agreement less third-party costs. **Pursuant to §558.0035 Florida Statutes an individual employee or agent of LTG may not be held individually liable for negligence.**



ATTACHMENT B
Terms and Conditions of Agreement
Effective December 22, 2025
(Page 2 of 2)

13. LTG shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of, and without the fault or negligence of LTG, including staffing shortage. LTG reserves the right to renegotiate fees under this Agreement if the CLIENT causes a delay of more than six (6) months in the performance of any element of the SCOPE.
14. All documents including Drawings and Specifications prepared by LTG pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the CLIENT or others or extensions of the Project or on any other Project. Any reuse without written verification or adaptation by LTG for any other than the originally intended purpose will be at the CLIENT's sole risk and without liability or legal exposure to LTG, and the CLIENT shall indemnify and hold harmless LTG from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation by LTG shall entitle LTG to additional compensation at rates to be agreed upon by LTG and the person or entity seeking to reuse said documents.
15. In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in the Agreement, or (b) implied by law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and LTG.
16. All Direct Expenses incurred under this Agreement, unless otherwise stated, are not included in the COMPENSATION and shall be subject to a n/a percent multiplier.
17. The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect thereto shall be in Volusia County, Florida.
18. **WAIVER OF JURY TRIAL:** THE CLIENT hereby knowingly, voluntarily, and intentionally waives any right they may have to a trial by jury in respect to litigation based on this Agreement or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto or thereto. This provision is a material inducement for LTG accepting and/or entering into this Agreement.
19. No covenant or term of this Agreement in favor of LTG shall be waived except by the express written consent of LTG, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the CLIENT. Nor shall the waiver of a specific breach of any condition of covenant hereunder, constitute a defense or excuse for a future breach of the same or any other condition of covenant. LTG's failure to exercise any right or option granted hereunder should not be deemed or construed as a waiver by LTG of such right or option. Until complete performance by CLIENT of said covenant, term or condition, LTG shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.
20. LTG does not guarantee the approval of LTG's work by public agencies nor does LTG guarantee the approval of the CLIENT's development or improvements. LTG does warranty its work effort and agrees to correct deficiencies noted in its work caused by LTG in a timely manner and in accordance with the SCOPE OF WORK at no additional cost to the CLIENT.
21. Any work performed pursuant to this Agreement shall entitle LTG to all lien rights under Florida Statutes.
22. LTG or CLIENT may terminate services, in writing, under this Agreement at any time. Payment for work performed per this Agreement up to the termination time shall be due without regard to the termination.



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

School Year 2026-2027 School Resource Officer Memorandum of Understanding
(Action item)

Cost: N/A

Attachments: 26-27 Indian Harbour Beach SRO MOU DRAFT 1.29.26
Email IHB - 2026-2027 Memorandum of Understanding for School
Resource Officers
IHB MOU Memo

Staff Recommendation:

Consider authorizing the City Manager to execute the Memorandum of Understanding for reimbursement of up to \$77,000.00 for a School Resource Officer at Ocean Breeze Elementary School for School Year 2026-2027.

Background Information:

In 2018, the Marjory Stoneman Douglas Public Safety Act was adopted by the Florida Legislature and signed into law by Governor Rick Scott. This legislation provided local School Boards funding to provide School Resource Officers in schools throughout Florida. In previous years, the City entered into an Interlocal Agreement with the Brevard County School Board to fund this program. Staff recently received the attached proposed memorandum of understanding from Brevard Public Schools for the 2026-2027 School Year. During said period, the City will be reimbursed up to \$77,000.00 for the assignment of a School Resource Officer to Ocean Breeze Elementary School.

Of note, the attached MOU now covers extended school year (i.e., summer school), although it is currently unknown whether Ocean Breeze Elementary will have a summer school session during the duration of this MOU.

Staff recommends that the City Council authorize the City Manager to execute the proposed memorandum of understanding with Brevard Public Schools.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), is entered into and made effective this 1st day of July, 2026, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the “**BOARD**,” and the **CITY OF INDIAN HARBOUR BEACH, FLORIDA**, hereinafter called the “**CITY**,” each individually a “Party,” collectively “Parties.”

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers (“SROs”) to school campus(es) within the CITY for a period of not more than 220 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

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

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This MOU shall be effective commencing July 1, 2026, and terminate on June 30, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU. Any termination of this MOU that results in underpayment to the CITY will result in the payment of funds to the CITY to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to one (1) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of one (1) SRO(s) for the start of the 2026-2027 school year. Assignments of SRO(s) to school campuses shall be coordinated with *Major Robert Cline, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940*. Assignments will be made to support the following schools: Ocean Breeze Elementary.
4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on July 1, 2026, and terminating on June 30, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven Thousand and 00/100 Dollars (\$77,000.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned one (1) SRO(s), for a total not to exceed amount of Seventy-Seven Thousand and 00/100 Dollars (\$77,000.00). If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).
5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2026 (covering the period beginning July 1, 2026, through September 30, 2026); November 1, 2026 (covering the period beginning October 1, 2026, through December 31, 2026); February 1, 2027

(covering the period beginning January 1, 2027, through March 31, 2027); and April 1, 2027 (covering the period beginning April 1, 2027, through June 30, 2027). *All invoices should be submitted to **Major Robert Cline**, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.
8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.
9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.
11. The CITY agrees that SRO positions in which the CITY has agreed to provide to the BOARD by the terms and conditions of this MOU, pursuant to which the CITY receives BOARD reimbursement payments, will not become vacant, and remain vacant for a term that exceeds seven (7) consecutive working days without providing a replacement Police Officer, which may include SROs, Sergeants or other Police Officers to provide the law enforcement services as identified by this MOU.

12. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific and reasonable role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.
13. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
14. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.
15. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.
16. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

17. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
18. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.
19. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
20. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.
21. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
22. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
23. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.
24. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

25. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.
26. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.
27. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
28. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.
29. Any request for training records of School Resource Officers (SROs) assigned to schools by the CITY, pursuant to Florida Statute 1006.12, shall be made directly to the CITY as the employing agency of the law enforcement officers serving as SROs. Such requests shall not be made to or processed by the School Board or any individual school within the Brevard County School District. The CITY shall be solely responsible for maintaining, processing, and responding to any requests for SRO training records in accordance with applicable laws and regulations. The School Board and its employees shall promptly redirect any requests for SRO training records to the CITY.
30. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 and 281, FLORIDA STATUTES,**

TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY NICOLE GOLD) AT 321-321-773-3181 OR AT EMAIL: Ngold@indianharbourbeach.gov OR AT ADDRESS: 2055 S. PATRICK DRIVE, INDIAN HARBOUR BEACH, FLORIDA 32937, (ATTENTION: CITY CLERK).

- 31. IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 and 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453 OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2026.

**CITY OF INDIAN HARBOUR
BEACH, FLORIDA**

BY _____

Dated: _____, 2026

Approved as to form:

Dated: _____, 2026

Attachments: Exhibit I
 Exhibit II

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA**

BY _____
Matthew Susin, Board Chair

Dated: _____, 2026

BY _____
Mark J. Rendell, Ed.D.
Superintendent

Dated: _____, 2026

Approved as to form:

Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2026

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Indian Harbour Beach Police Department supervision. The Indian Harbour Beach Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

From: Moulds.Carol@District.Operations
To: [John Coffey](#); [David Butler](#)
Cc: Wilson.Rachad@Chief.Operating.Officer
Subject: IHB - 2026-2027 Memorandum of Understanding for School Resource Officers
Date: Tuesday, March 17, 2026 11:52:44 AM
Attachments: [IHB MOU Memo.pdf](#)
[26-27 Indian Harbour Beach SRO MOU DRAFT 1.29.26.docx](#)

Good morning,

Attached is the 2026-2027 MOU for School Resource Officer's. If the MOU meets your approval, we would like to present it to the School Board for their approval on Tuesday, May 26, 2026.

After the MOU is approved by the City of Indian Harbour Beach, **please return two signed MOUs no later than May 8th to:**

Mr. Rachad T. Wilson, Chief Operating Officer
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

If you wish to discuss the MOU or if you have any questions, please contact Mr. Wilson at 321-633-1000 ext. 11229, or email at Wilson.Rachad@BrevardSchools.org.

Carol Moulds

Administrative Assistant to
Rachad T. Wilson
Chief Operating Officer
Brevard Public Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940
321-633-1000 ext: 11229

"I'm not telling you it's going to be easy, I'm telling you it's going to be worth it" – Art Williams

Due to Florida's broad public records law, most written communications to or from government employees regarding public education are public records. Therefore, this e-mail communication may be subject to public disclosure.

March 16, 2026

MEMORANDUM

TO: David Butler, Indian Harbour Beach Chief of Police
John Coffey, Indian Harbour Beach City Manager

FROM: Rachad T. Wilson, Chief Operating Officer 

SUBJECT: 2026 – 2027 Memorandum of Understanding for School Resource Officers

Attached is the 2026-2027 Memorandum of Understanding (MOU) for School Resource Officers. This is a one-year MOU that aligns with the 2026-2027 MOU between the School Board of Brevard County and the Brevard County Sheriff's Office. The BCSO MOU was approved by the School Board at their meeting on May 28, 2024. If the attached MOU meets your approval, we would like to present it to the School Board for their approval on Tuesday, May 26, 2026.

Modifications include the following:

- All MOU dates have been changed for the 2026-2027 school year
- For the 2026-2027 school year, the Board will pay \$77,000 per SRO

If you wish to discuss the MOU or if you have any questions, please contact me at 321-633-1000, ext. 11229, or email me at Wilson.Rachad@BrevardSchools.org.

After the MOU is approved by the City of Indian Harbour Beach, please return two signed MOUs no later than May 8th to:

Mr. Rachad T. Wilson, Chief Operating Officer
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

The MOU will then be presented to the School Board for the approval/signatures, and a signed MOU will be returned to you.

Thank you for all you do to keep our students, our staff, and the rest of the community safe!

Rachad T. Wilson
Chief Operating Officer
Phone: (321)633-1000. Ext. 11229





CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Full-time Firefighter/EMT staffing proposal (Action item)

Cost: FY26 cost neutral

Attachments: FD schedule analysis

Staff Recommendation:

Consider authorizing staff to convert 1.60 FTEs of part-time Maintenance Specialist II positions in the Fire Department to 0.88 FTE full-time Firefighter/EMT positions for the balance of FY26 to increase incident coverage during the weekdays, as requested separately by Council Member Nutt and Deputy Mayor Dyer.

Background Information:

Council Member Nutt and Deputy Mayor Dyer each individually requested that this item be placed on the agenda for consideration after speaking with Fire Chief Lewis and City Manager Coffey.

To address the declining availability of volunteer firefighters who can respond to calls for service during weekdays, the City Council included funding for 3.82 part-time Maintenance Specials positions in the FY26 Budget. However, the number of certified volunteers interested in the part-time maintenance positions has not reached the anticipated level. Coverage for calls during weekday business hours remains problematic, as many volunteers work outside the City and cannot respond during that time.

The impact on the balance of the FY26 is zero as indicated below:

FY26 Budget as of April 20, 2026

Unexpended Maint. Sp. II Budget	177,143.00
Cost of 2 F/T Firefighters/EMT	(67,825.00)
Balance	109,318.00

The reader should note that this proposal is no additional expenditures required for FY27 (including planned additional part-time funding) as the current budget and planned additional part-time funding will cover the cost of three FTEs as illustrated below:

FY27	Firefighter/EMT	2.00	158,157.00
FY27	Maintenance Specialist II	0.59	25,775.00
FY27 add.	Maintenance Specialist II	0.41	17,904.84
FY27 Total		3.00	201,836.84

The reader should note that, in accordance with federal labor laws, the Firefighters/EMTs would work 5 10-hour shifts, with overtime starting after 53 hours per week in accordance with Section 7(k) of the Fair Labor Standards Act.

To approve this proposal, the City Council would need to consider approving the additional two full-time positions in this agenda item and then adopt the following revised Employee Pay and Classification Plan, authorizing the use of the new job titles.

Staff recommends that the City Council authorize hiring two full-time Firefighter/EMTs for the balance of FY26 at no additional cost by reducing the use of part-time Maintenance Specialist II positions.

INDIAN HARBOUR BEACH FIRE DEPARTMENT

2025 PART-TIME / STIPEND SCHEDULE

Month/Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
August														G		G					G							G			G	
September							G			G			G				G	G		G				G								
October	G			G				G			G							G								G					G	
November	G							G							G							G				G					G	
December		G			G	G			G			G	G								G						G					

Note: Council Authorization for Part-Time Fire Maintenance Workers and Scheduling Began In August 2025

Green Two (2) Fire Fighters (08:00 AM - 4:30 PM) 33 of 153, **21.6** %

Aug

5 of 31

7 of 30

7 of 31

6 of 30

8 of 31

Proposed schedule for 2 FT Firefighter coverage if converted from part-time.

Month/Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
March		G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G
April	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G
May	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G		
June	G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G
July	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G
August			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G	G	G	G	G			G

Green Two (2) Fire Fighters (07:00 AM - 5:00 PM) 131 of 184, **71.2** %



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Resolution No. 26-04: Revised Employee Pay and Classification Plan (Action item)

Cost: N/A

Attachments: Res. No. 26-04 Revised FY26 Employee Pay and Classification Plan
Exhibits A & B Revised FY26 pay and class plan 14Apr26

Staff Recommendation:

Consider adopting Resolution No. 26-04, amending the FY26 Employee Pay and Classification Plan to add the non-exempt positions of Police Records and Evidence Clerk and Firefighter/EMT.

Background Information:

Beginning in 2023, the City annually adopts an Employee Pay and Classification Plan (EPCP) in September that contains all authorized job titles, pay grades, minimum starting pay, and maximum pay rates. The list of titles includes some that are currently not used by the City, but are listed to allow management flexibility in addressing future staffing needs. For transparency purposes, any modification of the annually adopted EPCP requires the City Council to adopt a new version via a resolution.

On December 9, 2025, the City Council adopted Resolution No. 26-01, which adopted a revised FY26 EPCP for FY26 by amending Resolution No. 765, which originally adopted the FY26 EPCP.

Staff recommends the addition of the following non-exempt positions:

- Police Records and Evidence Clerk (pay grade 11, Minimum \$43,258 and maximum 71,419) (2,080 hours per year)
- Firefighter/EMT (pay grade 7, Minimum \$44,485 and maximum 73,446) (2,600

hours per year)

Hence, the staff recommends that the City Council adopt Resolution No. 26-04, amending Resolution No. 26-01, which adopted a revised FY26 Employee Pay and Classification Plan.

RESOLUTION NO. 26-04

A RESOLUTION OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA; AMENDING RESOLUTION NO. 26-01, REVISING THE EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2025-2026 IN ACCORDANCE WITH ARTICLE VI, SECTION 4(B) OF THE CITY CHARTER; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Article VI, Section 4(B) of the City Charter authorizes the City Manager to fix compensation of the City officers and employees within the pay schedules established by the City Council; and

WHEREAS, the City implemented salary and wage adjustments in Fiscal Year 2021-2022 and Fiscal Year 2023-2024 as a result of compensation studies to address compression in the pay and classification system and to ensure pay classifications are based on the principle of comparative worth; and

WHEREAS, the City desires to maintain a fair and equitable pay and compensation plan to be able to recruit highly qualified applicants and retain productive and experienced employees; and

WHEREAS, on September 8, 2025, the City adopted the FY26 Employee Pay and Classification Plan via Resolution No. 765 and amended the Plan via Resolution 26-01 on December 9, 2025, and now desires to amend said resolution to add the non-exempt positions of Police Records and Evidence Clerk and Firefighter/EMT; and

WHEREAS, the City desires to have complete transparency in matters of employee compensation, including but not limited to, job titles, minimum pay rates, maximum pay rates, and step rates – when applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, that:

Section 1. The revised Fiscal Year 2025-2026 Employee Pay and Classification Plan, as illustrated on Exhibit A, and the Fiscal Year 2025-2026 Step Plan for employees covered by the Fraternal Order of Police collective bargaining agreement, as illustrated in Exhibit B, are hereby adopted:

Section 2. In the event a court of competent jurisdiction shall hold or determine that any part of this resolution is invalid or unconstitutional, the remainder shall not be affected, and it shall be presumed that the City Council of the City of Indian Harbour Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 3. This Resolution shall take effect on April 15, 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, ON THIS 14TH DAY OF APRIL 2026.

X

Scott Nickle
Mayor

X

Nicole "Nikki" Gold
City Clerk

Exhibit A

Revised FY26 Employee Pay and Classification Plan

[illegible]

Exhibit A

Title	Pay Grade	Annual			Hourly		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Deputy City Clerk	12	45,421	60,082	74,990	21.84	28.89	36.05
Mechanic II							
Administrative Assistant	11	43,258	57,221	71,419	20.80	27.51	34.34
Aquatics Supervisor							
Code Enforcement Officer							
Communications Officer							
Management Intern (seasonal)							
<u>Records and Evidence Clerk</u>							
Crew Leader	10	41,198	54,496	68,018	19.81	26.20	32.70
Mechanic I							
Shared Victim Advocate							
Victim Advocate							
IT Support Desk Tech	9	39,236	51,901	64,779	18.86	24.95	31.14
Maintenance Specialist II	8	37,368	49,430	61,694	17.97	23.76	29.66
Senior Staff Assistant							
<u>Firefighter/EMT</u> <u>(2,600 hours/year)</u>	7	44,485	58,845	73,446	17.11	22.63	28.25
Maintenance Specialist	7	35,588	47,076	58,757	17.11	22.63	28.25
Staff Assistant	6	33,893	44,834	55,959	16.29	21.55	26.90
Camp Coordinator	5	32,280	42,699	53,294	15.52	20.53	25.62
Head Lifeguard							
Parks Operations Specialists							
Water Safety Instructor							
Crossing Guard	4	30,742	40,666	50,756	14.78	19.55	24.40
Camp Supervisor	3	29,120	38,730	48,339	14.00	18.62	23.24
Community Services Officer							
Camp Leader	2	29,120	37,268	46,313	14.00	17.92	22.27
Lifeguard							
Camp Counselor	1	29,120	36,225	45,362	14.00	17.90	21.81
All title are non-exempt positions unless otherwise noted.					Effective: 04/15/2026		

Exhibit B

FY26 FOP Step Plan

3.0% increase per year. Annual COLA are excluded.

Title	Pay Grade	Annual			Hourly			Steps	
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	1	2
Police Sergeant	20	67,107	88,769	110,794	32.26	42.68	53.27	67,107	69,120
Police Officer	15	52,580	69,553	86,810	25.28	33.44	41.74	52,580	54,157
Communications Supervisor	14	50,076	66,241	82,676	24.08	31.85	39.75	50,076	51,578
Communications Officer	11	43,258	57,221	71,419	20.80	27.51	34.34	43,258	44,555

Steps

		3	4	5	6	7	8	9	10
Police Sergeant	20	71,194	73,329	75,529	77,795	80,129	82,533	85,009	87,559
Police Officer	15	55,782	57,456	59,179	60,955	62,783	64,667	66,607	68,605
Communications Supervisor	14	53,126	54,720	56,361	58,052	59,794	61,587	63,435	65,338
Communications Officer	11	45,892	47,269	48,687	50,147	51,652	53,201	54,797	56,441

Steps

		11	12	13	14	15	16	17	18
Police Sergeant	20	90,186	92,892	95,678	98,549	101,505	104,550	107,687	110,794
Police Officer	15	70,663	72,783	74,966	77,215	79,532	81,918	84,375	86,810
Communications Supervisor	14	67,298	69,317	71,397	73,538	75,745	78,017	80,357	82,676
Communications Officer	11	58,135	59,879	61,675	63,525	65,431	67,394	69,416	71,419

All title are non-exempt positions unless otherwise noted.

Effective: 04/15/2026



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Dispatch services agreement with Brevard County Sheriff's Office (Action item)

Cost: FY26 savings of \$101,157 and annualized savings of \$380,034

Attachments: Indian Harbour Beach Police Fire Dispatch Services Agreement Revised
Indian Harbour Beach PD Agency Agreement
Brevard County SO Criminal Justice User Agreement 04062023 - signed

Staff Recommendation:

Consider authorizing the City Manager to execute the attached service agreement with Brevard County Sheriff's Office (BCSO) to assume dispatch services for the City's Police and Fire Departments.

Background Information:

Earlier this year, House Bill 1427 and Senate Bill 1586 were filed during the 2026 Florida Legislative session and would have required all municipal dispatch centers to be consolidated into their respective Sheriff's Office dispatch systems within a few years. Said bills died in committee hearings this year, but proponents believe they will be successful in passing and signing the bills into law next year. While consolidated dispatch offers cost savings to cities through combined economies of scale, said cost savings would ultimately come from a reduction in the number of dispatchers in each county.

At the start of 2026, the City of West Melbourne and Town of Melbourne Beach were contracted with the BCSO for dispatch services. In the last few months, the cities of Cocoa Beach and Satellite Beach have agreed to end their city dispatch services and contract with BCSO. The Town of Indialantic is currently considering a similar move. In addition to an approximately 90% reduction in dispatch costs, BCSO was willing to offer each city dispatcher a job with BCSO if the cities contracted with them now, versus waiting until it's required. Additional cities are currently exploring similar arrangements

with BCSO.

In early March, staff began preliminary cost analysis of contracting with BCSO for dispatch services, while Police Chief Butler began a dialogue with BCSO about how such a transition would work. When the City Manager was satisfied that contracting with BCSO was in the best interest of the City and offered the best options for affected employees, the Mayor and Council Members were privately briefed on the proposal.

The attached proposal, as reviewed by Police Chief Butler, Fire Chief Lewis, and City Attorney Bohne, transitions dispatch services to BCSO effective no later than June 15, 2026, and requests the City to make a \$60,000 one-time payment in FY26 for the disassembly, transportation, installation, and operationally required upgrades to the City's dispatch console which will be transferred to BCSO.

Beginning in FY27, the annual cost of BCSO dispatch services will be \$60,000. The agreement is for three-years with an end date of September 30, 2029. Financial impact on the FY26 and FY27 budgets is provided below:

FY26 Financial Impact

Personnel savings	(193,363)
Proposed severance	33,206
One-time payment to BCSO	60,000
Total FY26 impact	(100,157)

Future Annual Financial Impact

Personnel savings	(440,034)
Annual payment to BCSO	60,000
Total annual impact	(380,034)

The reader should note that the next agenda item deals with authorization for proposed severance payments listed above and will not be made without the consent of the City Council.

If approved, the \$100,157 in savings to the FY26 Budget will be transferred to the City Manager's Contingency account.

The City Manager recommends that the City Council approve the proposed dispatch service agreement with BCSO and authorize the City Manager to execute the necessary agreements.

LAW ENFORCEMENT a n d F I R E D I S P A T C H S E R V I C E S A G R E E M E N T

THIS AGREEMENT, is entered into and made effective the 15th day of June, 2026, irrespective of when signed, by and between the City of Indian Harbour Beach, a Florida municipal corporation, by and through its City Council, (hereinafter referred to as "Indian Harbour Beach") and Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as "Sheriff"). Indian Harbour Beach and Sheriff are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WITNESSETH

WHEREAS, Indian Harbour Beach has, as two of its city departments, a police department (hereinafter referred to as the "IHBPD") and a fire department (hereinafter referred to as the "IHBFD"); and

WHEREAS, Section 4.2 at page 37 of *Florida's Department of Management Services, Florida Emergency Communications Number 911 State Plan, 2017* provides the following recommendations: "Although PSAP consolidation is currently a local decision made by each county, formation of PSAPs that serve multiple municipal emergency response agencies is encouraged by DMS. Consolidation, where the county chooses to combine and operate one or more public-safety agencies in a single E911 facility, reduces costs and increases operational efficiency. Consolidation should be considered to be appropriate and the most effective and efficient method of managing a county E911 system. Enhanced 911 system capabilities, which provide the caller's telephone number, location and jurisdictional response agencies based on location, have reduced the need for local municipal PSAPs. Community and county leaders should work together to consolidate PSAP facility and equipment resources, especially in situations where a PSAP, is having a high call volume, can answer 911 calls for a PSAP with a low call volume;" and

WHEREAS, Sheriff and Indian Harbour Beach have determined that it is in the best interest of the citizens to consolidate their E911 operations within a Unified Communications Center ("UCC"), with the purpose of effectively

coordinating and conducting public safety communications; and

WHEREAS, Sheriff currently has a unified dispatch center, the Unified Communications Center, to receive calls for law enforcement services, fire rescue emergencies and emergency medical service/hospital transport purposes and to provide 2-way radio communications using radio frequencies assigned by the Federal Communications Commission (hereinafter referred to as the "FCC"), as well as to provide teletype services using, among other things, Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center (hereinafter referred to as "NCIC"), and the Florida Crime Information Center (hereinafter referred to as "FCIC"), all such services being collectively referred to herein as "law enforcement and fire dispatch services;" and

WHEREAS, Indian Harbour Beach desires that Sheriff provide dispatch services to IHBDP and IHBFD for law enforcement, fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws; and

WHEREAS, Sheriff is willing to provide dispatch/teletype services to IHBDP and IHBFD for law enforcement, fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws, so long as IHBDP/IHBFD and its officers and members, all of whom are employees of Indian Harbour Beach, strictly abide by all of the provisions of this Agreement and applicable federal and Florida laws.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals** The Parties acknowledge and agree that the recitals set forth above are true and correct and by this reference are hereby incorporated into this Agreement and made a part hereof.
2. **Authority for this Agreement** This is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended.

3. **Obligations of Sheriff**

- a. During the term of this Agreement, which shall commence on June 15, 2026, and shall continue for a term of forty (40) months ending September 30, 2029, Sheriff shall provide Indian Harbour Beach with law enforcement, fire and rescue emergencies and emergency medical service/hospital transport dispatch/teletype services, including all supervisory, administrative and support incidental thereto, including the following:
- 1) Receiving on behalf of IHBPD and IHBFD emergency and non-emergency requests for assistance via telephone and radio, within the industry standards for Public Safety Answering Point ("PSAP") operations;
 - 2) Dispatching radio traffic;
 - 3) Judicial Process dispatching wrecker service at the request of IHBPD/IHBFD;
 - 4) Providing the reproduction via link or USB or other similar media of telephone and radio traffic that is otherwise recorded; and
 - 5) Providing teletype functions within the standards described by the Florida Department of Law Enforcement as outlined in the FCIC/NCIC Training Manual including, but not limited to, entries, cancellations, hit confirmations, validations, criminal histories and administrative messages. Sheriff shall be the record holder and IHBPD shall be the record owner with respect to the FCIC/NCIC documentation, including all original and subsequent documentation. In providing services to IHBPD relative to the FCIC/NCIC functions, the following will apply as to procedures:
 - (a) FCIC/NCIC entries will be made with the approval from the IHBPD on-duty supervisor. An entry request will be called into the Judicial Process Unit by the IHBPD report

writer. The information provided by IHBPD to Sheriff's Judicial Process Unit, whether via telephone or in the original report, shall be used by the Judicial Process Unit to enter the record into FCIC/NCIC.

- (b) The record owner shall provide original reports and supplemental reports to Sheriff's Judicial Process Unit. The record holder will store the original documents along with the entry/cancellation request form in a file cabinet located in Sheriff's Judicial Process Unit. The Judicial Process Technicians employed by Sheriff will provide hit confirmations/cancellations.
- (c) When appropriate, IHBPD will request the cancellation of an FCIC/NCIC record. Once a cancellation requested by IHBPD has been completed, the Judicial Process Unit will notify IHBPD and provide a copy of the cancellation to IHBPD. The Judicial Process Unit shall retain the original report or the entry request form and the original cancellation request, which documents shall only be destroyed consistent with the public records retention schedule approved by the Florida Secretary of State in the General Records Schedules found at Rule 1B-24.003(1)(b), *Florida Administrative Code* and Florida Statutes Chapter 119.
- (d) Validations will be completed on a monthly basis by the Judicial Process Unit with the assistance, if necessary, of IHBPD. IHBPD shall be responsible for any necessary victim, complainant, court or other appropriate contacts that need to be made to ensure the accuracy of the record. Sheriff's Judicial Process Unit shall enter the validation based on the findings provided by IHBPD. The Judicial Process Unit is responsible for all validation audits.
- (e) FCIC/NCIC computerized criminal history inquiries made by the Uniform Patrol Division of IHBPD shall be performed with the approval from the on-duty supervisor of IHBPD. Sworn personnel assigned to the

Investigations Division of IHBPD can request computerized criminal histories as outlined in the FCIC/NCIC training manual.

- (f) All calls, including all walk-ins, that request the non-emergency services of IHBPD and IHBFD shall be dispatched through Sheriff's Unified Communications Center to the IHBPD patrol division, and IHBFD unless otherwise directed by IHBPD or IHBFD due to its unavailability.
- b. Sheriff shall have the sole authority to promulgate rules and regulations for the operation of Sheriff's Unified Communications Center. Sheriff shall have complete oversight over all operations of the Unified Communications Center. IHBPD, IHBFD and Sheriff recognize that the complexities involved in multi-agency emergency dispatching requires continuous review and improvement of the structure, system and procedures. On occasion, problems will occur. The on-duty supervisors employed by Sheriff and employed by IHBPD and/or IHBFD who experience any problems or concerns shall work to resolve such issues at their level at the time that a problem or concern arises. If, however, a resolution cannot be reached at the on-duty supervisor level, Sheriff's Unified Communications Center and/or Judicial Process and a IHBPD/IHBFD designated member of command staff shall meet in an attempt to rectify any problems or concerns. If a resolution is not reached to the satisfaction of all individuals involved, or to the satisfaction of the Parties, the issue shall then be brought to the IHBPD Chief of Police, IHBFD Fire Chief and BCSO Undersheriff for resolution.
- c. The IHBPD Chief of Police or designee, and/or IHBFD Fire Chief or designee and the Undersheriff or designee shall meet as necessary, for the purpose of reviewing dispatch protocols, thereby ensuring the adoption of the most professional and efficient procedures. Such review should include call taking, information routing during the dispatch process, command and control, and nearest available patrol and/or fire rescue operation

protocols.

4. **Covenants of Indian Harbour Beach** Indian Harbour Beach represents, warrants, covenants and agrees that employees of Indian Harbour Beach shall:
 - a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC/NCIC, with regard to the use of dispatch services provided by Sheriff;
 - b. Abide by all the terms and conditions of the *FDLE Criminal Justice User Agreement* bilaterally executed between the Florida Department of Law Enforcement and Sheriff on April 17, 2023, a copy of which is attached to this Agreement as **Exhibit "A"** and by this reference incorporated herein;
 - c. Abide by all the terms and conditions of the *Interagency Agreement for Criminal Justice Information Exchange, Services, and Support* bilaterally executed between Indian Harbour Beach and Sheriff on March 1, 2022, a copy of which is attached to this Agreement as **Exhibit "B"** and by this reference incorporated herein;
 - d. Make use of the dispatch services only for bona fide law enforcement and fire and rescue and emergency medical services purposes; and
 - e. Retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the FCIC/NCIC information systems, and to promptly notify Sheriff of any corrections, modifications, or cancellations necessary with regard to information or data entered at the request or direction of employees of Indian Harbour Beach into the FCIC/NCIC information systems.
5. **Property & Equipment** Indian Harbour Beach acknowledges and agrees that the equipment, licenses, and assets ("Assets") as listed in attached **Exhibit "C"** ("Transfer of Property and Rights and Information Technology Equipment") are currently in the possession of Indian Harbour Beach and agrees to transfer any and all possessory

and user rights in the Assets to Sheriff upon execution of this Agreement. No consideration is to be paid by Sheriff for the Assets. Indian Harbour Beach agrees that Sheriff may use, trade, surplus, or destroy the Assets as it deems appropriate in furtherance of fulfilling its official capacity to include dispatch functions and services, in accordance with this Agreement, County, State, and Federal law.

6. **Information Technology Support** Sheriff shall provide information technology (IT) support for all dispatch-related equipment and software transferred under this Agreement, including CAD systems, consoles, and network connectivity essential for dispatch operations. IT support shall encompass routine maintenance, troubleshooting, security management, upgrades, user support, and vendor coordination as necessary.
- a. Each party shall promptly notify the other of any technical issues impacting dispatch service. For issues unique to Indian Harbour Beach's operations, the City shall provide primary IT response, with collaborative support from Sheriff as needed for system integration.
 - b. For systemwide technical or network issues affecting multiple Parties or core dispatch functions, Sheriff and Indian Harbour Beach will respond in a timely, collaborative manner to restore and maintain service continuity.
 - c. Sheriff shall retain sole authority to set and enforce technology standards, manage licensing, control access consistent with CJIS/NCIC requirements, and determine the configuration and replacement of hardware or software necessary for dispatch operations.
 - d. Any costs for IT support, licensing, or upgrades not included in the standard service fee shall be subject to annual negotiation and agreement by the Parties.
 - e. The Parties shall assign designated IT liaisons to ensure prompt communication and issue escalation for dispatch technology. The Parties mutually agree to cooperate in all audits or security reviews as required by Sheriff, IHBPD/IHBFD or FDLE.

- f. Sheriff shall control access to dispatch centers or systems (including for Criminal Justice Information Services (CJIS) compliance, vendor maintenance, or emergency response); oversight for all dispatch-related IT/cybersecurity, including the right to secure, upgrade, or replace assets/software.
 - g. Sheriff holds ownership of all transferred equipment and software licenses, with full rights to upgrade or replace.
7. **Financial Consideration** Indian Harbour Beach agrees to fund Sheriff for providing services set forth in the Agreement as follows:
- a. The consideration flat-fee amount payable by Indian Harbour Beach to Sheriff for law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch services provided to IHBDP and IHBFD for the current fiscal year 25/26 shall be **WAIVED** as consideration in lieu of the asset transfer outlined in **Exhibit “C”**, Paragraph 5 and Paragraph 7(b) of this Agreement.
 - b. Indian Harbour Beach agrees to reimburse Sheriff for costs associated with the disassembly, transportation, installation to include, but not limited to, upgrades associated with the Assets as specifically described in **Exhibit “C”** and Paragraph 5 above relating to software version upgrades, technology, 9-1-1, radio network and CAD integration, interoperability, enhancements such as paging and advanced backup radio features. The reimbursement will be a one-time lump sum fee of Sixty Thousand and 00/100 Dollars (\$60,000.00), payable in two equal installments of Thirty Thousand and 00/100 Dollars (\$30,000.00) with the first installment due on or before the first day of July 2026, and the second due on or before the first day of August 2026.
 - c. The annualized consideration flat-fee amount payable by Indian Harbour Beach to Sheriff for dispatch services provided to IHBDP and/or IHBFD for the fiscal year 26/27 shall be Sixty

Thousand and 00/100 Dollars (\$60,000.00), which will be paid on or before the first day of November 2026.

- d. The annualized consideration flat-fee amount payable by Indian Harbour Beach to Sheriff for dispatch services provided to IHBPD and/or IHBFD for the fiscal year 27/28 shall be Sixty Thousand and 00/100 Dollars (\$60,000.00), which will be paid on or before the first day of November 2027.
 - e. The annualized consideration flat-fee amount payable by Indian Harbour Beach to Sheriff for dispatch services provided to IHBPD and/or IHBFD for the fiscal year 28/29 shall be Sixty Thousand and 00/100 Dollars (\$60,000.00), which will be paid on or before the first day of November 2028.
 - f. Notwithstanding the foregoing, the annualized consideration flat-fee amount for law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch services shall be reviewed, shall be negotiated and shall be agreed to in writing by the Parties on or before May 31, 2029, for the following three (3) fiscal years.
 - g. If this Agreement is terminated by either party prior to the end of the 12-month term, Sheriff shall reimburse Indian Harbour Beach in a fractional amount of the full payment had this Agreement not been terminated prior to the expiration date of this Agreement, the numerator of which shall be the total number of days remaining in the 12-month term of the Agreement and the denominator of which shall be 365.
8. **Independent Relationship** Indian Harbour Beach and its employees, including all members of IHBPD and IHBFD, shall at all times during the term of this Agreement be considered independent of Sheriff and not as agents or employees of Sheriff. Furthermore, Sheriff is not providing any employee of Indian Harbour Beach, including, but not limited to, all members of IHBPD and IHBFD, with any law enforcement authority by virtue of this Agreement.

9. **Indemnification**

- a. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Indian Harbour Beach agrees that, to the limited extent of negligence or misconduct attributable to Indian Harbour Beach or its employees or agents (including employees assigned to IHBDP and IHBFD), it shall indemnify, defend and hold Sheriff, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the use of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Indian Harbour Beach of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.
- b. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Sheriff agrees that, to the limited extent of negligence or misconduct attributable to Sheriff or his employees or agents, it shall indemnify, defend and hold Indian Harbour Beach, its agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Sheriff of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.
- c. The Parties hereto do not intend to violate the provisions of Section 768.28(19), Florida Statutes, and agree that the provisions of Subparagraphs 9(a) and 9(b), above, will be unenforceable and ineffective should they be found to be in

violation of Section 768.28(19), Florida Statutes, by a court of competent jurisdiction.

10. **Assignability** This Agreement may not be assigned by either party under any circumstance.
11. **Venue** The Parties agree that any action or suit brought to interpret or enforce any provision of this Agreement shall be brought exclusively in the appropriate state court having venue in Brevard County, Florida, and acknowledge that this provision was bargained for.
12. **Entire Agreement** This Agreement, and all exhibits attached hereto, constitute the entire Agreement between the Parties and supersede all prior offers, negotiations and agreements.
13. **Governing Law** This Agreement shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida.
14. **Construction of Agreement** This Agreement has been drafted and prepared by Sheriff's attorney as a convenience, and the Parties have read and negotiated all of the language of this Agreement. The Parties acknowledge and agree that, because both Parties participated in the negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.
15. **Savings Clause** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
16. **No Waiver** The failure of any of the Parties at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition of breach shall be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant or warranty contained in this Agreement.

17. **Term of this Agreement** This Agreement shall be effective the 15th day of June 2026, irrespective of when signed by the Parties, and will terminate on September 30, 2029; if not sooner terminated by either party as provided elsewhere in this Agreement. Upon the expiration of the initial term, and any renewal terms, this Agreement shall automatically renew, in accordance with paragraph 7(f), for another three-year term unless either party gives written notice at least one hundred eighty (180) days prior to the expiration of the then current term, to the other party of such non-renewing party's intent not to renew this Agreement.
18. **Termination of this Agreement**
- a. **Due to Breach**: In the event that a party breaches this Agreement or is otherwise in default of any obligation, duty or tasks, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days of receipt of written notice of such breach or default. If the breaching or defaulting party fails to cure such breach or default within the thirty-day period, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this Agreement whereby the termination of this Agreement shall be effective thirty (30) days from the date of the notice of termination, without penalty or liability.
 - b. If at any time the Sheriff determines that anything Indian Harbour Beach, which shall include a sworn or civilian employee, has breached the provisions of this Agreement which has the potential to place Sheriff in jeopardy of being able to maintain dispatch services, including access to the Florida Department of Law Enforcement computer terminals or Criminal Justice Information Services (CJIS), thus, access to FCIC/NCIC, the Sheriff shall immediately notify the City. If the City does not immediately rectify the situation to the satisfaction of Sheriff, Sheriff shall be authorized and empowered to terminate this Agreement immediately, with no

waiting period and without penalty or liability.

- c. Without Breach: Either party may terminate this Agreement for convenience, without penalty or liability, upon providing the other party with at least one hundred eighty (180) days advance written notice of the intent to terminate this Agreement.

- 19. **Notices** Any notices or communications required or permitted to be given pursuant to this Agreement for the purpose of administration of this Agreement and not for directing a particular law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to Sheriff:

Sheriff Wayne Ivey
Brevard County Sheriff's Office
700 Park Avenue
Titusville, Florida 32780

With a copy to:

Alan Diamond, Esq.
Chief Legal Counsel
Brevard County Sheriff's Office
340 Gus Hipp Blvd.
Rockledge, Florida 32955

If to Indian Harbour Beach:

John W. Coffey, City Manager
City of Indian Harbour Beach
2055 South Oatrick Drive
Indian Harbour Beach, Florida 32937

or such other address as shall have been furnished in writing to all of the Parties in a like manner. Refusal of the mailing by any party shall be deemed to be received in writing for purposes of this Agreement.

20. **Authorization** Indian Harbour Beach represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action of the City Council of the City of Indian Harbour Beach, Florida, at a duly noticed City Council Meeting.
21. **Attorney's Fees and Costs** Should any action or suit be brought to interpret, enforce or seek damages relative to this Agreement, each party shall bear their own attorney's fees and costs, including all appellate proceedings.
22. **Filing of Copy of this Agreement** In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this fully executed Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida.
23. **Severability** To the extent any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected, unless to do so would clearly violate the present legal and valid intention of the Parties.
24. **Force Majeure** Sheriff shall not be responsible to Indian Harbour Beach for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of Sheriff.
25. **Non-Pledge of Ad Valorem Tax Revenues** This Agreement shall not be interpreted as pledging *ad valorem* tax revenues as security for this Agreement, for the payment of damages incurred pursuant to this Agreement, for any indemnification, or otherwise.
26. **Headings** The headings of Articles and Paragraphs contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
27. **Sunshine Law** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and

exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems/features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the City of Indian Harbour Beach has questions regarding the application of Chapter 119 and 281, Florida Statutes, it is the City of Indian Harbour Beach's duty to provide public records relating to this Agreement, the City shall contact Sheriff's Custodian of Records at 321-264-5214, records@bcso.us Brevard County Sheriff's Office, Attention: Records, 700 Park Avenue, Titusville, Florida 32780.

If Sheriff has questions regarding the application of Chapter 119 and 281, Florida Statutes, to Sheriff's duty to provide public records relating to this Agreement, Sheriff shall contact the City of Indian Harbour Beach Custodian of Records at 321-773-5080, ngold@indianharbourbeach.gov Indian Harbour Beach, Attention: City Clerk, 2055 South Patrick Drive, Indian Harbour Beach, Florida 32937.

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THE SIGNATURE PAGE IS THE NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement through their authorized representative on the date first hereinabove written.

Brevard County Sheriff's Office

Wayne Ivey, Sheriff
Brevard County, Florida

Dated: _____

City of Indian Harbour Beach, Florida

Niki Gold, City Clerk

John W. Coffey, City Manager

Dated: _____

Dated: _____

Approved as to Form:

Alan Diamond, Esq.
Chief Legal Counsel
Brevard County Sheriff's Office

Karl W. Bohne, PA
City Attorney
Indian Harbour Beach

Dated: _____

Dated: _____

EXHIBIT C

Property and Rights Transfer and Information Technology Equipment

Property to be transferred to Sheriff from Indian Harbour Beach:

LID#	Serial	Description	Model	Site	ID#
05590312	1307068756	Dispatch Console	Symphony	IHBPD	IHB_CON1

**Interagency Agreement
Indian Harbour Beach Police Department
Agreement for Criminal Justice Information Exchange, Services, and Support**

THIS AGREEMENT is made and entered by and between Wayne Ivey, Brevard County Sheriff's Office, hereinafter referred to as the "SHERIFF," a constitutional officer and a charter officer of the political subdivision of Brevard County, Florida, whose address is 700 S. Park Avenue, Titusville, FL 32780, and the Indian Harbour Beach Police Department, hereinafter referred to as "PD," whose address is, 1835 S. Patrick Drive, Indian Harbour Beach, FL. 32937

WITNESSETH

WHEREAS, the SHERIFF and PD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); **AND**

WHEREAS, in accordance with sections 163.01(2) and 163.01(14), Florida Statutes, the SHERIFF and PD are authorized to enter into an information exchange agreement for the provisions of data exchange and services; **AND**

WHEREAS, the SHERIFF presently has the benefit of access to the Florida Criminal Justice Network (CJNET), National Crime Information Center (NCIC), the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III) all hereafter referred to as "CJI," via network connectivity to the FDLE; **AND**

WHEREAS, the SHERIFF has purchased Criminal Justice Information Systems through third-party vendors for ease of use while performing the administration of criminal justice; **AND**

WHEREAS, the SHERIFF has developed sophisticated law enforcement software which is presently utilized for the administration of criminal justice, and is supported and maintained by Sheriff's Office staff on a seven days per week, twenty-four hours per day basis; **AND**

WHEREAS, the SHERIFF retains management control of all information services, systems, and sources, including but not limited to sources of CJI and Personally Identifiable Information (PII); **AND**

WHEREAS, PD has determined that it is advantageous to enter into a contractual agreement with the SHERIFF for the provision of criminal justice computer software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the parties agree as follows:

1. Agreement Term

The TERM of this agreement shall be from March 1, 2022 until such time as either party desires to end the Agreement in accordance with the termination provisions set forth in this agreement, the dates of signature of the parties notwithstanding. In the event of an Agency Head change at either party, a new agreement must be entered into.

2. Purpose

The purpose of this agreement is to establish terms and conditions under which the SHERIFF shall provide CJI access, services, and support to PD. That CJI may be provided from SHERIFF's computing resources or from CJI sources via the SHERIFF's network.

3. Cooperation

It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this agreement.

4. Basic Services

A. The SHERIFF agrees to:

- a. Provide access to CJI systems, software, services, and resources available on the SHERIFF's network to PD, specifically access to data contained within the SHERIFF's Computer Aided Dispatch (CAD), Mobile CAD, and Records Management System (RMS). All CJI access shall be provided in accordance with current FBI CJIS Security Policy, FDLE Criminal Justice User Agreement, and CJIS System Requirements.
- b. Provide network access and network security services (encrypted path) necessary to the CJI systems and resources to PD.
- c. Provide necessary instruction and training to PD personnel on the CJI systems and resources.
- d. Provide telephone support to the contact personnel of PD for the CJI systems and resources if needed.
- e. Make reasonable efforts to ensure delivery of the provision of services set forth herein. Provided, however, that the SHERIFF makes no warranties, representations or guarantees with regards to specific performance levels, data accuracy, data completeness, system integration relative to the CJI software and resources being provided by the SHERIFF pursuant to this agreement. PD agrees that the SHERIFF shall not be held liable for any direct or indirect damages incurred by PD's use of the CJI systems and resources provided, hereunder, including but not limited to loss of data or loss of system use.
- f. Perform an annual audit of all user accounts in accordance with SHERIFF's policy and the BCSO Interagency Account Enrollment Application.
- g. Maintain and make available policies governing the collection, storage, handling, and dissemination of CJI and PII.
- h. Provide PD access to audit logs for each system PD personnel access in order for PD to conduct weekly audit log reviews as required by the FBI CJIS Security Policy and the FDLE User Agreement.

- i. Agrees that any changes to services provided by the SHERIFF's Agency shall be managed by the Criminal Justice Agency. This includes provision of services, changes to existing services, and new services. Evaluation of the risks to the Agency shall be undertaken based on the criticality of the data, system, and impact of the change.

B. PD agrees to:

- a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy, the FDLE Criminal Justice User Agreement, and CJIS System Requirements, and other rules and regulations of FCIC regarding the use of CJI computer systems, and ensure compliance with Florida Public Records laws concerning exempt and confidential data contained within CJI systems and resources provided by the SHERIFF.
- b. Abide by all the terms and conditions of the FDLE Criminal Justice User Agreement executed between FDLE and each Criminal Justice Agency, as well as any amendments or superseding agreements thereto that are provided by the SHERIFF to PD.
- c. Limit use of provided access to CJI systems and resources to authorized personnel within PD and only for the administration of criminal justice.
- d. Acknowledge, by executing this Agreement, that all software maintained and/or created by the SHERIFF is subject to copyright protection and may not be sold or transferred to any other agency without the express written consent of the SHERIFF.
- e. Provide adequate computer hardware compatible with the software, hardware and network equipment utilized by the SHERIFF.
- f. Ensure that all authorized PD personnel attend training on all applicable software provided by the SHERIFF and utilized by PD.
- g. Maintain all required software licenses required to access the SHERIFF's law enforcement software systems.
- h. Adhere to SHERIFF's policies regarding use and dissemination of PII. A copy of said policy is provided separately.
- i. Respond promptly all requirements of the BCSO annual user account audit in accordance with SHERIFF's policy and the BCSO Interagency Account Enrollment Application.
- j. Adhere to SHERIFF's policies governing the collection, storage, handling, and dissemination of CJI and PII.
- k. Adhere to all CJIS Security Policy requirements regarding audit, dissemination, hit confirmation, logging, quality assurance, pre-employment screening, security, timeliness, use of CJI systems, and validation.
- l. Agree to monitoring and review of this and all agreements between BCSO and PD by the SHERIFF, FDLE, and FBI audit staff.

5. **Compensation and Payment**

The SHERIFF agrees to provide services as set forth in this Agreement to PD at no cost.

6. **Indemnification**

Pursuant to 768.28(18), Florida Statutes, and to the extent provided for by Florida law, neither the SHERIFF nor PD waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's actions, or to assume any liability for the other party's actions.

7. **Termination**

Either party may terminate this agreement upon providing thirty (30) days written notice, except that the SHERIFF may terminate this agreement immediately and without notice upon finding that PD has willfully or recklessly violated the terms of this Agreement.

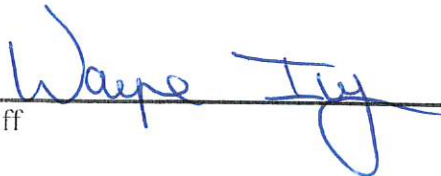
IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PD

 4/4/22

Chief of Police Indian Harbour Beach P.D. Date

Brevard County Sheriff's Office

 4/8/22

Sheriff Date

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Brevard County Sheriff's Office,

with headquarters at

700 South Park Ave. Titusville, Fl 32780,

with the primary ORI of: FL 0050000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	☒	☐	<u>WF</u> WI	<u>LS</u> LS
Red Light Camera Program	☐	☒	<u>WF</u> WF	<u>LS</u> LS
License Plate Reader Program	☐	☒	<u>WF</u> WI	<u>LS</u> LS
Critical Infrastructure Program	☐	☒	<u>WF</u> WI	<u>LS</u> LS
Registered Livescan Submitter	☒	☐	<u>WF</u> WI	<u>LS</u> LS
FCIC VPF TVPP/BTAM	☒	☐	<u>WF</u> WF	<u>LS</u> LS
Florida Arrest Affidavit Application	☒	☐	<u>WF</u> WF	<u>LS</u> LS
Statewide Record Mgmt. System	☐	☒	<u>WF</u> WI	<u>LS</u> LS

Cloud Computing Lead Agency Agreement with FDLE

Microsoft Azure	☐	☒	<u>WF</u> WI	<u>LS</u> LS
Microsoft Office 365	☐	☒	<u>WF</u> WF	<u>LS</u> LS
Microsoft Dynamics	☐	☒	<u>WF</u> WI	<u>LS</u> LS
Amazon Web Services GovCloud	☐	☒	<u>WF</u> WI	<u>LS</u> LS

2. As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

3. The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name _____

Noncriminal justice ORI _____ N/A X Initial WK

4. The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Danella Kerstetter Email danella.kerstetter@bcso.us
Phone 321-264-7745 Cell Phone 321-536--0515

SECTION IV MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

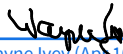
7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Brevard County Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

BY Wayne Ivey **TITLE** Sheriff


Wayne Ivey (Apr 10, 2023 17:00 EDT)

(SIGNATURE)

DATE 04/10/2023

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Lucy Saunders **TITLE** FBI CJIS Systems Officer
(CSO) for the State of Florida



(SIGNATURE)

DATE 4/17/2023

ID&T Review SM
SM

Signature: Danella Kerstetter
Danella Kerstetter (Apr 10, 2023 16:40 EDT)

Email: danella.kerstetter@bcso.us

Signature: 
Susie Murphy (Apr 17, 2023 07:07 EDT)

Email: susiemurphy@fdle.state.fl.us

Brevard County SO Criminal Justice User Agreement 04062023

Final Audit Report

2023-04-17

Created:	2023-04-06
By:	Susie Murphy (susiemurphy@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_ZPMep3NLHc-S_drHH4WWcC3790pQWY2

"Brevard County SO Criminal Justice User Agreement 04062023" History

-  Document created by Susie Murphy (susiemurphy@fdle.state.fl.us)
2023-04-06 - 7:03:11 PM GMT- IP address: 68.205.181.14
-  Document emailed to danella.kerstetter@bcso.us for signature
2023-04-06 - 7:03:21 PM GMT
-  Email viewed by danella.kerstetter@bcso.us
2023-04-07 - 6:07:51 PM GMT- IP address: 50.30.63.226
-  Signer danella.kerstetter@bcso.us entered name at signing as Danella Kerstetter
2023-04-10 - 8:40:25 PM GMT- IP address: 50.30.63.226
-  Document e-signed by Danella Kerstetter (danella.kerstetter@bcso.us)
Signature Date: 2023-04-10 - 8:40:27 PM GMT - Time Source: server- IP address: 50.30.63.226
-  Document emailed to wayne.ivey@bcso.us for signature
2023-04-10 - 8:40:28 PM GMT
-  Email viewed by wayne.ivey@bcso.us
2023-04-10 - 8:57:06 PM GMT- IP address: 107.115.112.3
-  Signer wayne.ivey@bcso.us entered name at signing as Wayne Ivey
2023-04-10 - 9:00:38 PM GMT- IP address: 107.115.112.3
-  Document e-signed by Wayne Ivey (wayne.ivey@bcso.us)
Signature Date: 2023-04-10 - 9:00:40 PM GMT - Time Source: server- IP address: 107.115.112.3
-  Document emailed to Susie Murphy (susiemurphy@fdle.state.fl.us) for signature
2023-04-10 - 9:00:41 PM GMT



Document e-signed by Susie Murphy (susiemurphy@fdle.state.fl.us)

Signature Date: 2023-04-17 - 11:07:45 AM GMT - Time Source: server- IP address: 68.205.181.14



Document emailed to cjiscso@fdle.state.fl.us for signature

2023-04-17 - 11:07:46 AM GMT



Email viewed by cjiscso@fdle.state.fl.us

2023-04-17 - 1:27:15 PM GMT- IP address: 164.51.230.18



Document signing delegated to LucySaunders@fdle.state.fl.us by cjiscso@fdle.state.fl.us

2023-04-17 - 1:27:31 PM GMT- IP address: 164.51.230.18



Document emailed to LucySaunders@fdle.state.fl.us for signature

2023-04-17 - 1:27:32 PM GMT



Email viewed by LucySaunders@fdle.state.fl.us

2023-04-17 - 7:42:47 PM GMT- IP address: 164.51.230.20



Signer LucySaunders@fdle.state.fl.us entered name at signing as Lucy Saunders

2023-04-17 - 8:07:47 PM GMT- IP address: 164.51.230.20



Document e-signed by Lucy Saunders (LucySaunders@fdle.state.fl.us)

Signature Date: 2023-04-17 - 8:07:50 PM GMT - Time Source: server- IP address: 164.51.230.20



Agreement completed.

2023-04-17 - 8:07:50 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Adobe Acrobat Sign



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Proposed severance for Police Department dispatch employees (Consensus item)

Cost: Maximum of \$33,206.00

Attachments: None

Staff Recommendation:

Consider authorizing the City Manager to execute severance agreements with dispatch employees who are willing to commit to working for the City until dispatch services are turned over to the Brevard County Sheriff's Office (BCSO).

Background Information:

If the previous agenda item (contract with BCSO for dispatch services) is not approved, staff will request that this item be either tabled or dismissed as being moot.

Since being notified on March 25th of the City Manager's intent to request authorization from the City Council to transition to BCSO for dispatch services, one dispatch employee has resigned, and the five remaining employees are either actively looking for new jobs or have secured new jobs (two have applied for other jobs with the City). With the planned cut-over date not later than June 15th, the City has a vested interest in incentivizing the remaining employees to remain employed with the City through the cut-over date.

The City Manager proposes to offer the five employees a severance agreement that would pay each employee six weeks' pay if they remain as dispatch employees until the cut-over date. If an employee signed the agreement and then voluntarily separated from employment before the cut-over date, no severance would be paid. The cost for all five employee severance agreements would be \$33,206.

Of note, state law bars local governments from providing employees without individual employment agreements with more than 6 weeks of severance.

The City Manager and City Attorney are currently working on draft agreements that will be available for Council review prior to the meeting.

Hence, staff recommends that the City Council, by consensus, authorize the City Manager to offer the remaining dispatch employees severance agreements containing a six-week payout upon the turnover of dispatch services to BCSO.



CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, April 14, 2026

AGENDA ITEM

Authorization to dispose of surplus fixed assets (action item)

Cost: N/A

Attachments: disposition forms

Staff Recommendation:

Consider determining that the continued use of the symphony radio console and related software is uneconomical, inefficient, and serves no useful function; therefore, the best option for the City would be to declare said fixed assets as surplus and authorize disposal.

Background Information:

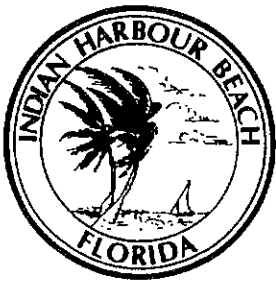
If the previous agenda item (contract with BCSO for dispatch services) is not approved, staff will request that this item be either tabled or dismissed as being moot.

Staff requests authorization from the City Council to dispose of the following dispatch items that have exceeded their useful economic lifespan:

- Symphony radio console
- Symphony software UD-MM2X

If approved for disposal, said equipment and software will be transferred to the Brevard County Sheriff's Office as part of the agreement for dispatch services.

Hence, staff recommends that the City Council find the continued use of the symphony radio console and related software to be uneconomical, inefficient, and serving no useful function, and that the City Council declare the said fixed asset as surplus and authorize its disposal by donation to BCSO pursuant to Section 274.05, Florida Statutes.



CITY OF INDIAN HARBOUR BEACH
CAPITAL ASSET TRANSFERS/DISPOSALS

TRANSFERS

Asset ID #: _____

Description: _____

Current Department: 1900 2100 2200 2400 4100 7200

New Department: 1900 2100 2200 2400 4100 7200

New Location: _____

Authorizing Signature

Date

DISPOSED ITEM

Asset ID #: 900023 Dept: PD (2100) Loc: PD

Description: Symphony Software UD-MM2X (Dispatch -911)

Disposition Information: Ownership will be transferred to BCSO to assume dispatch duties.



Department Head

4/8/26

Date

City Manager

Date

Comptroller's Office

Original Cost: _____

Fund Source: _____

Book Value: _____

Accumulated Depreciation: _____



CITY OF INDIAN HARBOUR BEACH
CAPITAL ASSET TRANSFERS/DISPOSALS

TRANSFERS

Asset ID #: _____

Description: _____

Current Department: 1900 2100 2200 2400 4100 7200

New Department: 1900 2100 2200 2400 4100 7200

New Location: _____

Authorizing Signature

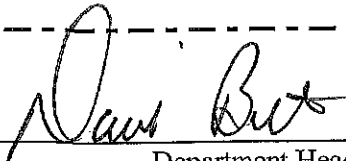
Date

DISPOSED ITEM

Asset ID #: 4486 Dept: PD (2100) Loc: PD

Description: Symphony Radio Console-Serial #1307068756

Disposition Information: Ownership will be transferred to BCSO to assume dispatch duties.



Department Head

4/8/26

Date

City Manager

Date

Comptroller's Office

Original Cost: _____ Fund Source: _____

Book Value: _____ Accumulated Depreciation: _____