CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida
Tuesday, June 9, 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/AUTHORIZATION FOR REMOTE PARTICIPATION**
5. **ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY**
6. **PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS**
   a. America 250 Proclamation
   b. Flag Day and Flag Week Proclamation
   c. Fire Department Employee Acknowledgments
7. **APPROVAL OF MINUTES**
   a. Regular City Council Meeting: May 26, 2026
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

a. **Ordinance No. 2026-07: Watercraft and watercraft trailers - public hearing and first reading (action item)**

b. **Ordinance No. 2026-06: P2 Right-of-way setback - first reading (action item)**

10. NEW BUSINESS

a. **New interlocal agreement with Brevard County regarding the Save Our Indian River Lagoon Sales Tax program (action item)**

b. **Award of Dredging and Sediment Management Continuing Consulting Services via a piggyback contract with Brevard County (action item)**

c. **Funding options for a separate Code Enforcement Official position (consensus 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 of Indian Harbour Beach
PROCLAMATION

WHEREAS, the National Society of the Daughters of the American Revolution is requesting that all Americans participate in activities commemorating 250 years since the signing of the Declaration of Independence on July 4, 1776; and

WHEREAS, in the year 2026, the United States will commemorate its 250th anniversary, also known as the Semiquincentennial; and

WHEREAS, the journey toward this historic milestone is an opportunity to reflect on our nation's past and honor the contributions of all men and women who sacrificed to achieve American independence; and

WHEREAS, this is an occasion to celebrate our nation's rich history and diversity of experience and look ahead to future generations who will carry forward the ideals of democracy and individual liberty; and

WHEREAS, all Americans are encouraged to join in nationwide celebrations and events designed to engage and inspire citizens from all walks of life; and

WHEREAS, as the United States embarks on the next chapter of its history, this milestone celebration will stand as a testament to the strength, resilience, and determination of our people; and

WHEREAS, we reaffirm our commitment to liberty and democracy, honor the sacrifices made by countless individuals to protect these values, and ensure that future generations continue to enjoy the freedoms enshrined in the Constitution.

NOW, THEREFORE, BE IT PROCLAIMED: that the City Council of Indian Harbour Beach and the Rufus Fairbanks Chapter of the National Society of the DAR hereby recognize and celebrate this 250th anniversary of our nation's independence.

X

Scott Nickle
Mayor

X

Adam Dyer
Deputy Mayor

X

Susan Ruimy
Council Member

X

David Nutt
Council Member

X

Neil Yorio
Council Member

City of Indian Harbour Beach
PROCLAMATION

WHEREAS, the National Society of the Daughters of the American Revolution requests that all Americans participate in activities commemorating the adoption of the Flag of the United States of America on June 14, 1777; and

WHEREAS, June 14, 2026 marks 249 years of displaying our American flag throughout our country as a pledge to liberty and justice; and

WHEREAS, the United States flag serves as an enduring beacon of democracy and a symbol of freedom; and WHEREAS, it is fitting and proper to recognize "Old Glory" as a symbol of hope, inspiration, and pride for the people of the United States and around the world; and

WHEREAS, the Congress on August 3, 1949, by joint resolution, designated June 14 of each year as "Flag Day"; and

WHEREAS**,** that Congressional resolution also requested that the President issue an annual proclamation designating the week in which June 14 occurs as "National Flag Week"; and

WHEREAS, that same resolution calls upon citizens of the United States to display the flag at their homes and other suitable places during National Flag Week.

NOW, THEREFORE, BE IT PROCLAIMED: that the City Council of Indian Harbour Beach and the Rufus Fairbanks Chapter of the National Society of the DAR hereby recognize the week of June 14 to June 20 as "National Flag Week".

X

Scott Nickle
Mayor

X

Adam Dyer
Deputy Mayor

X

Susan Ruimy
Council Member

X

David Nutt
Council Member

X

Neil Yorio
Council Member

CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida
Tuesday, May 26, 2026, at 7:00 PM
City Hall Council Chamber | 2055 South Patrick Drive

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

City Clerk Gold did roll call. Mayor and all Council Members were present. Also in attendance, City Manager, John W. Coffey, ICMA-CM.

4. EXCUSAL OF COUNCIL MEMBERS

N/A

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

None.

6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS

None.

7. APPROVAL OF MINUTES

a. 2026.05.12 Regular City Council Meeting

Approved by acclamation.

8. REPORTS

a. City Manager Report

ACTION ITEM:

- Selection of September Council meeting dates:
    - Consensus to hold first public hearings on September 1, 2026.
    - Consensus to hold second public hearings on September 15, 2026.

INFORMATIONAL ITEMS:

- Pine Tree and Banana River Drive Traffic signage update
- Algonquin Sports Complex expansion project update
- City Hall Baffle Box project update
- Yuma Drive sidewalk capacity improvement project
- Website ADA compliance improvement signed proposal
- Replacement pool cell stack
- Request for Qualifications for Stormwater and Engineering Consulting Services
- April revenue & expenditure report
- 2026 Legislative session update
- Employee recognition: Recreation Department

b. City Attorney's Report

N/A

c. Council Comments

- Deputy Mayor Dyer: No comments
- Council Member Ruimy: Thanked Public Works Director Scaldo regarding Yuma Drive
- Council Member Yorio: No comments
- Council Member Nutt: Proposed an agenda item for the next meeting to discuss funding a full-time Code Enforcement position
- Mayor Nickle: Attended Satellite Beach graduation ceremony alongside Police Chief Butler. Attended the annual mayor's meeting breakfast last Friday and gave a State of the City presentation.

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

None.

9. UNFINISHED BUSINESS

None.

10. NEW BUSINESS

a. Ordinance No. 2026-05: Subdivision Plat Approval - public hearing and second reading (action item)

Mayor Nickle opened the public hearing. City Clerk Gold read the title of the ordinance.

No public comments.

Motion by Deputy Mayor Dyer to adopt Ordinance No. 2026-05 on second reading to comply with Florida law by providing for administrative approval of final plats, seconded by Council Member Ruimy, carried 5-0.

b. Ordinance No. 2026-08: Reasonable accommodation and recovery residences code amendment - public hearing and second reading (action item)

Mayor Nickle opened the public hearing. City Clerk Gold read the title of the ordinance.

No public comment.

Motion by Deputy Mayor Dyer to adopt Ordinance No. 2026-08 on second reading to comply with applicable law and to include language that establishes a process for reasonable accomodation, including for certified recovery residences, seconded by Council Member Ruimy, carried 5-0.

c. Tree Preservation Board re-appointments (action item)

Motion by Council Member Yorio to re-appoint Board Members, Adam Lucey and Paul Oliveri to a voting membership on the Tree Preservation Board with a term expiring on March 11, 2029, seconded by Council Member Ruimy, carried 5-0.

d. Authorization to pursue grant funding for additional positions in the Fire Department

Consensus to authorize staff to apply for a multi-year staffing grant in the Fire Department.

e. Disposal of fixed assets (action item)

Motion by Council Member Nutt to declare the continued used of the 2003 Ford Expedition, desktop printer, lawn mower, and vending machine as uneconomical, inefficient, and serving no useful function as surplus and authorize disposal, seconded by Deputy Mayor Dyer, carried 5-0.

11. PUBLIC FORUM

None.

12. ADJOURN

Motion by Deputy Mayor Dyer to adjourn the meeting at 7:26 pm, seconded by Council Member Ruimy, carried 5-0.

X_____
Scott Nickle
Mayor

ATTEST:

X_____
Nicole "Nikki" Gold

CITY MANAGER'S REPORT: June 09, 2026

A. ACTION ITEMS

1. N/A

B. INFORMATIONAL ITEMS

1. Estimated Property Valuation

   Staff received the attached preliminary DR-420 from the Brevard County Property Appraiser's Office on May 29th, which listed a FY27 total estimated valuation of $1,540,902,380, or 3.91% increase from FY26. New construction represented $3,168,320 of the additional valuation. The Preliminary FY27-31 Five-Year Financial Model and Capital Improvement Plan contained a 3.50% growth estimate for FY27.

   The Preliminary Property Valuation numbers will be released by June 30th with the City Council scheduled to adopt the maximum millage rate on July 22nd.

2. Algonquin Sports Complex expansion project update

   Staff attended the bi-weekly progress meeting on Friday, June 5th
   - Both the playing field and ball court base material continue to be delivered with the basketball courts now laid out
   - Fence installation continues
   - Sewer/water line extensions work began
   - Upcoming work includes conduit installation and installation of the athletic field shock pad and turf

3. City Hall Baffle Box project update

   Work recently completed includes:
   - Installation of junction boxes
   - Mudding the 42"× 7' corrugated pipe coming from the baffle box to the junction box structures

   Work planned for the next few weeks includes:
   - Installation of fiberglass reinforced plastic pipes, penetrations, and cofferdams
   - Backfill/ Remove Waler/ Remove Well Points
   - Remove Cofferdam

4. Temporary Fire Inspection services

   To ensure critical fire safety tasks are accomplished until the vacant Fire Marshal position is filled, staff signed a per-task fee agreement with a private provider.

5. 2026 Legislative Session

After months of negotiations and an extended Special Session, on May 29th, Florida lawmakers approved the Fiscal Year 2026-27 budget. Legislative leaders reached a final agreement over Memorial Day weekend on a roughly $114.5 billion spending plan. The City's State Appropriations request for partial funding of the Fire Station Annex project is included at $437.500. The Governor has yet to exercise his line-item veto or sign the budget.

On June 2nd, the State Legislature approved a constitutional amendment to be placed on the November ballot regarding local governments' ability to collect and use property taxes. The highlights include:

- The amendment would expand the homestead exemption for non-school levies from ~$50,000 to $150,000 in 2027 and $250,000 in 2028. This would save the typical homeowner an estimated $2,000–$3,000 per year once fully phased in.
- It lowers the assessment cap on non-homestead property (commercial, rental, second homes) from 10% to 5% annually.
- It constitutionally restricts how counties and municipalities may spend ad valorem revenue.
- It imposes a five-year residency requirement before new Florida residents may claim the larger exemption.
- The fiscal stakes are substantial: estimated revenue losses to all non-school local governments of roughly $4.6 billion in FY 2027-28, growing to approximately $8.4 billion annually once fully phased in.

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

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

6. The following items are currently planned for the June 23rd City Council Meeting: (items requested by a Council Member are indicated in parentheses)
    1. Employee insurance broker presentation
    2. Ord. 2026-07 Watercraft and watercraft trailers public hearing and 2nd reading
    3. Ord. 2026-06 P2 zoning ROW setback public hearing and 2nd reading
    4. Ordinance No. 2026-09 Comprehensive Plan update 1st reading
    5. Ordinance No. 2026-10 Water supply facilities work plan 2026-2036 1st reading
    6. Resolution No. 26-05 Revised fee schedule
    7. Revisit Algonquin Sports Complex westside multipurpose pathway location (CM Yorio)
    8. Milling and paving project change orders

D. Upcoming Events

7. Tree Preservation Board
   7:00 p.m., Wednesday, June 10th (special date)
   Council Chamber

8. Flag Day
   Sunday, June 14th
   USA flag display in Gleason Park

9. Juneteenth
   Friday, June 19th
   USA flag display in Gleason Park

10. City Council Meeting
    7:00 p.m., Tuesday, June 23rd
    Council Chamber

11. Planning and Zoning Board Meeting
    7:00 p.m., Wednesday, July 1st
    Council Chamber

12. Independence Day holiday observed
    Friday, July 3rd
    Offices closed
    Time capsule opening ceremony 9:00 a.m.at the Fire Station

13. Independence Day holiday
    Saturday, July 4th
    USA flag display in Gleason Park

14. Space Coast League of Cities meeting - IHB Host
    7:00 p.m., Monday, July 13th
    Hilton Melbourne Beach Oceanfront

15. City Council Meeting
    7:00 p.m., Tuesday, July 14th
    Council Chamber

16. Tree Preservation Board
    7:00 p.m., Wednesday, July 15th
    Council Chamber

17. Special Magistrate Hearing
    10:00 a.m., Tuesday, July 21st
    Council Chamber

18. FDOT Townhall meeting (not a City Council meeting)
    5:30-7:00 p.m., Wednesday, July 22nd
    Recreation Center

19. City Council Meeting
    7:00 p.m., Tuesday, July 28th
    Council Chamber

20. IHB's America 250 golf cart parade and celebration
    5:30 p.m. – 8:00 p.m., Thursday, July 30th
    Gleason Park

FLORIDA DEPARTMENT OF REVENUE

2026 estimates

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 6/11
Rule 12DER11-13
Florida Administrative Code
Eff. 6/11

Year: 2026	County: Brevard County, FI
Principal Authority: Brevard County, FI	Taxing Authority: CITY OF INDIAN HARBOUR BEACH

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 1,502,523,372			(1)
2.	Current year taxable value of personal property for operating purposes	$ 38,379,008			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 1,540,902,380			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 3,168,320			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 1,537,734,060			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 1,482,967,523			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☒ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Dana Blickley	Date: 05/28/2026

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	per $1000	(16)
17.	Current year proposed operating millage rate	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$	(18)

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CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, June 9, 2026

AGENDA ITEM

Ordinance No. 2026-07: Watercraft and watercraft trailers - public hearing and first reading (action item)

Cost: N/A

Attachments: Ord 2026-07 Watercraft and Trailers
Ordinance 2026-07 Business Impact Estimate 12May26

Staff Recommendation:

Consider holding a public hearing and approving on first reading Ordinance No. 2026-07 to allow residents to store watercraft and watercraft trailers in front of their homes under specific circumstances.

Background Information:

January 9, 2018

Ordinance No. 2017-10 was adopted by the City Council, changing the Code from allowing the parking of watercraft and trailers under 35 feet in length in front of homes to a prohibition of parking all watercraft and trailers unless they were parked to the rear of the front principal building line. Additionally, a maximum of 48-hour temporary parking was added to the Code.

March 4, 2025

At the FY26 Budget kickoff workshop, City Council members expressed frustration with the current level of code enforcement and directed staff to include an additional code enforcement officer in the FY26 Proposed Budget (ultimately, the new position was not included in the FY26 Approved Budget due to lower-than-anticipated property tax receipts).

May 13, 2025

At a City Council workshop, staff presented specific code enforcement issues (i.e., vague or unenforceable), one of which was the parking of watercraft and trailers. Staff presented options (i.e., strictly enforce, legalize with size/location limitations, or legalize all parking)—the City Council reached a consensus to start strictly enforcing the current prohibition after a sufficient public education effort.

Early July

Article in July/August Harbour Highlights

October 14, 2025

Code Enforcement agenda item at the City Council meeting. Staff proposed revising the enforcement mechanism for watercraft and trailer parking violations to mirror the process for RV parking violations, with the City Council's consensus to allow staff to develop an ordinance making the changes.

Late October

Article in November/December Harbour Highlights

Mid-November

Staff mailed courtesy letters giving homeowners 90 days' notice before a formal notice of violation letter would be mailed.

City Attorney Bohne developed Draft Ordinance No. 2026-01

December 9, 2025

In response to residents’ concerns, the City Council directed staff to pause stricter enforcement and scheduled a workshop to discuss revising the current code prohibition against parking boats in front of single-family homes.

January 14, 2026

After hearing from residents at a workshop, the City Council reached a consensus to have staff draft an ordinance allowing residents with home-based businesses to store business-related trailers and/or watercraft in front of their homes and to advertise this

meeting and two City Council meetings in the next applicable *Harbour Highlights*.

Late February

Article in March/April Harbour Highlights

March 4, 2026

The Planning and Zoning Board reviewed Ordinance No. 2026-01 and voted unanimously to recommend that the City Council not approve the ordinance.

March 10, 2026

The City Council voted not to approve Ordinance No. 2026-01 and advised staff to draft a new ordinance.

March 24, 2026

The City Council reviewed the draft Ordinance No. 2026-07 and offered suggested changes dealing with the maximum watercraft size, definition of improved surface, side setbacks, number of boat trailers, and language requiring watercraft and watercraft trailers to be owned by the property owner.

April 14, 2026

The City Council further reviewed the draft ordinance and discussed height and length restrictions and permitting. The City Council agreed to add a permit requirement.

Late April

Article in May/June Harbour Highlights

May 6, 2026

The Planning and Zoning Board reviewed Ordinance No. 2026-07 but failed to approve a motion. Although the motion to recommend that the City Council “not approve Ordinance No. 2026-07” failed by a 2-2 vote, one of the nay votes should not have been cast, as the alternate was ineligible to vote. Therefore, the motion to recommend not approving the ordinance should have passed. (The City Council on May 12, 2026,

referred the item back to the Planning and Zoning Board).

June 3, 2026

The Planning and Zoning Board reviewed Ordinance No. 2026-07 voted 3-0 to recommend that the City Council not approve the Ordinance.

Staff recommends the City Council approve Ordinance No. 2026-07 on first reading.

ORDINANCE NO. 2026 - 07

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 16 OF ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, OF APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY RELATING TO PARKING AND STORAGE OF WATERCRAFT AND WATERCRAFT TRAILERS OR COMBINATION THEREOF; AMENDING SECTION 16(c) REGARDING THE PARKING OF WATERCRAFT AND WATERCRAFT TRAILERS ON RESIDENTIAL PROPERTY; AMENDING CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY; ADDING A NEW SECTION 19-18.1 PROVIDING FOR PARKING REGULATIONS FOR WATERCRAFT, WATERCRAFT TRAILERS OR COMBINATION THEREOF IN RESIDENTIAL ZONES; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to promote harmony of residents within residential zoning districts; and,

WHEREAS, the City Council desires to afford watercraft owners a reasonable period of time for loading and unloading of personal items prior to and after using their trailer or watercraft; and,

WHEREAS, the City Council recognizes the current Code of Ordinances language regulating watercraft parking in residential zones has enforcement challenges; and,

WHEREAS, the City Council desires to preserve the residential character and aesthetics of residentially zoned areas of the City; and,

WHEREAS, limiting the parking of watercraft and watercraft trailers in residentially zoned areas of the City will promote the general health, safety and welfare and promote the residential character and aesthetics of residentially zoned areas of the City; and,

WHEREAS, the City Council desires to modify the parking regulations regarding watercraft and watercraft trailers in residential zones and enforcement mechanisms available to staff regarding violation of trailer and watercraft parking regulations; and,

WHEREAS, the City's Planning and Zoning Board on _____2026, held a duly noticed public hearing, reviewed Ordinance No. 2026-____, and forwarded its recommendation to the City Council; and,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indian Harbour Beach, Brevard County, Florida that:

SECTION 1: Section 16 (c) of Article XIII of Appendix A of the Code of Ordinances of the City is hereby amended and shall read as follows:

"Sec. 16. Parking and storage of vehicles.

• • •

(c) No watercraft and watercraft trailers, or combination thereof ~~watercraft,~~ ~~shall~~ may be parked or stored in any residential zoning classification except in accordance with Section 19-18.1 of Chapter 19 of the Code of Ordinances of the City. ~~, except to the rear of the front principal building line. Any such vehicles, regardless of their location, shall have attached, at all times, a current vehicle registration license plate or vessel registration, if applicable. A trailer or watercraft may be temporarily parked or stored on the paved portion of the owner's driveway for up to forty-eight (48) consecutive hours."~~

SECTION 2: A new Section 19-18.1 is hereby added to Chapter 19 of the Code of Ordinances of the City to read as follows:

"Sec. 19-18.1. Parking of Watercraft and Watercraft Trailers.

Watercraft and Watercraft Trailers, as defined in Article XIII, Section 16 of Appendix A, may be parked in residentially zoned areas in accordance with the following:

(1) *Watercraft and Watercraft Trailers exceeding 26 feet.* No watercraft exceeding 26 feet overall in length shall be parked, stored or kept on premises in a residential zone except in the rear yard of such premises or in the side yard of such premi~~ses~~ or if parked or kept within a garage or other opaque structure enclosed on at least three sides. In no case shall any part of a watercraft and watercraft trailer block or impair pedestrian travel on any sidewalk.

(2) *Watercraft and Watercraft Trailers, or a combination thereof, not exceeding 26 feet in length.* Watercraft not exceeding 26 feet overall in length may be parked, stored or kept in the front in a residential zone under the following conditions and restrictions:

a. The watercraft and watercraft trailer cannot fit in any side yard or rear yard. For purposes of this subsection, the phrase "cannot fit in any side yard" shall mean the watercraft or watercraft trailer cannot physically fit between the house and the side lot property line or side lot fence. A margin of 12" on each side of the watercraft or watercraft trailer is to be used when determining if sufficient room is available to park a watercraft and watercraft trailer on the side of a house. This measurement may include consideration of permanent improvements such as air conditioning equipment, electric meters, pool equipment and irrigation wells, located in the side yard.

b. The watercraft and watercraft trailer or combination thereof must be parked on a concrete or paved driveway or surface or on a pervious surface composed of solid pavers, gravel, and/or crushed coquina rock. Such impervious surface shall be maintained and free of grass, weeds, vegetation, debris or other trash and garbage and kept and maintained in a reasonably neat and clean appearance so as not to be or become an eyesore detracting from the aesthetic quality of the premises and neighborhood. In no event shall any such watercraft and watercraft trailer or combination thereof be allowed to encroach on a street or into any right of way or block or impair pedestrian travel on any sidewalk.

c. The watercraft and watercraft trailer or combination thereof shall not be parked on any premises so as to impair or obstruct the visibility or line of sight of the operator of any motor vehicle traveling upon any street or thoroughfare.

d. The height of the watercraft and watercraft trailer shall not exceed 14 feet measured vertically from the finished ground elevation to the top of the watercraft or to the top of any embellishment affixed to the watercraft including, but not limited to, antenna, decks or towers.

e. All open and interior areas of the watercraft must be kept covered with an opaque cover of canvas, nylon, plastic or similar sturdy material securely fastened to the watercraft in such a manner as to effectively prevent ready or easy access into the boat by children under ten years of age and so as to prevent visibility into the interior of the watercraft by persons traveling on public property. The term "open and interior areas of the boat" shall mean areas of the watercraft, other than decks and exterior walkways, designed to be occupied by passengers and operators of the watercraft.

f. The watercraft must bear a current and valid State registration number and decal.

g. The watercraft trailer must bear a current and valid State license plate.

h. The watercraft must be used primarily for recreational purposes.

i. Watercraft trailers must have wheels on all axles and such wheels shall be required to be inflated.

j All watercraft must be affixed to a watercraft trailer.

k. The watercraft and watercraft trailer registration and license plate must identify the same address of the property at which such watercraft and watercraft trailer is parked, stores or kept.

l. The watercraft and watercraft trailer or combination thereof, and watercraft cover must be kept and maintained in a reasonably neat and clean appearance so as not to be or become an eyesore detracting from the aesthetic quality of the premises and neighborhood.

(3) *Permit required, City inspection rights and Authorizations:* Any person desiring to park, store or keep a watercraft and watercraft trailer in the front yard pursuant to subsection (2) must apply for a permit from the City on an application form provided by the City. Such application shall at a minimum contain the following requirements:

a. Name and address of applicant;

b. A provision requiring the submission of a copy of the current watercraft title and watercraft trailer registration;

c. length of the watercraft;

d. length of the watercraft trailer;

e. side yard measurements;

f. a sketch depicting where the watercraft and watercraft trailer will be parked, stored or kept in the front yard;

g. height of water craft as provided for in subsection (2) d, above;

h. A provision requiring the submission of a color photograph of the watercraft and watercraft trailer which is desired to be parked, stored or kept in the front yard.

The applicant, by submitting an application pursuant to this code, authorizes City personnel to enter upon the subject premises to verify the information contained in the application prior to the permit being issued. Upon approval the City shall issue a permit authorizing the parking, storing or keeping of the watercraft and watercraft trailer in the front yard of the premises. The City shall also issue a permit decal which must be placed upon the watercraft. The applicant

does authorize City personnel to enter upon the premises after the permit and decal has been issued for the limited purpose of verifying that the decal has been placed upon the watercraft. The permit and decal are non-transferable to any other watercraft or watercraft trailer.

SECTION 3: Section 19-21(a)(1) of Chapter 19 of the Code of Ordinances of the City is hereby amended to read as follows:

"Sec. 19-21. - Penalties.

(a) Any person cited for a violation of sections 19-18, 19-19, or 19-20 of this article and Section 16 (c) of Article XIII of Appendix A of the Code of Ordinances of the City shall be deemed to be charged with a noncriminal violation and shall be assessed a civil penalty, if such penalty is paid within the time period in subsection 19-23(a), according to the following schedule:

(1) Thirty-five dollars ($35.00) for a violation of subsections 19-18(a)(1) through (9); or 19-18(b)(5), or (f) ."

(2) Twenty dollars ($20.00) for a violation of subsections 19-18(b)(1), (3), (4), and (6) through (8); 19-19.

(3) Fifty dollars ($50.00) for a violation of subsections 19-18(b)(2) and (b)(9) and Section 16 (c) of Article XIII of Appendix A of the Code of Ordinances of the City

(4) One hundred dollars ($100.00) for a violation of subsection 19-20.

Section 4: Conflicts. Any and all Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

Section 5: Severability. If any provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this and the provision of this Ordinance are declared severable.

Section 6. The City Clerk is hereby directed to incorporate the provisions of this ordinance into the City's Code of Ordinances.

Section 7: Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA ON THIS ____ DAY OF _____, 2026

CITY OF INDIAN HARBOUR BEACH
BREVARD COUNTY, FLORIDA

Scott Nickle
Mayor

ATTEST:

Nikki Gold
City Clerk

First Reading: _____, 2026

Second Reading: _____, 2026

Indian Harbour Beach Business Impact Estimate

This estimate shall be posted on the City's website no later than the date the required notice is published in accordance with F.S. 166.041(3)(a).

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 16 OF ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, OF APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY RELATING TO PARKING AND STORAGE OF WATERCRAFT AND WATERCRAFT TRAILERS OR COMBINATION THEREOF; AMENDING SECTION 16(c) REGARDING THE PARKING OF WATERCRAFT AND WATERCRAFT TRAILERS ON RESIDENTIAL PROPERTY; AMENDING CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY; ADDING A NEW SECTION 19-18.1 PROVIDING FOR PARKING REGULATIONS FOR WATERCRAFT, WATERCRAFT TRAILERS OR COMBINATION THEREOF IN RESIDENTIAL ZONES; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION AND AN EFFECTIVE DATE.

In accordance with F.S. 166.041(4)(c) and related to the above proposed ordinance and a requirement for a Business Impact Estimate (select one):

- ✘ No exceptions apply, see Business Impact Estimate below
- ☐ Exception(s) apply, however, the city has completed a Business Impact Estimate below to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance
- ☐ Exception(s) apply and a Business Impact Estimate is not required

Mark any exceptions (select all that apply, or none):

- ☐ Ordinance is required for compliance with federal or state law or regulation
- ☐ Ordinance relates to the issuance or refinancing of debt
- ☐ Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ Ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the city
- ☐ Ordinance is an emergency ordinance
- ☐ Ordinance relates to procurement
- ☐ Ordinance enacted to implement:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare of the city):

Response:
Ordinance No. 2026-07 will enable residents and residents with home-based businesses that use boats or trailers to store their boat and/or trailer in front of their home. The public purpose of this ordinance to be more friendly to residents.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:
a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Response:
The direct economic impact on businesses is 1) the elimination of storage fees if the business owner current pays for off-site storage.

3. Good faith estimate of the number of businesses in the city likely to be impacted by the proposed ordinance:

Response:
As of February 20, 2026, there were 137 home businesses within the City.

7. Additional information the city determines may be useful:

Response:
N/A

CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, June 9, 2026

AGENDA ITEM

Ordinance No. 2026-06: P2 Right-of-way setback - first reading (action item)

Cost: N/A

Attachments: Ordinance 2026-06 P2 setbacks
Business Impact Estimate - Ord. 2026-06 P-2 Zoning

Staff Recommendation:

Consider approving Ordinance No. 2026-06 on first reading to reduce the minimum building setback from a right-of-way in the P-2 zoning district.

Background Information:

The P-2 zoning district is intended to apply to areas serving the community's needs for public and semipublic facilities of a governmental, educational, or cultural nature. All properties zoned P-2 are either owned by a government agency, such as Indian Harbour Beach or the School Board of Brevard County, or a utility provider, such as Florida Power & Light.

The City of Indian Harbour Beach owns the P-2 zoned property located at 1116 Pine Tree Drive, at the Y-intersection of Pine Tree Drive and Banana River Drive. The fire station and tennis courts are currently located on this property. The City desires to make improvements to this property to expand the fire station. However, current building setbacks along the road right-of-way are prohibitive and can be reduced without impacting public health, safety or welfare. Optimal placement of government facilities often requires flexibility in site design to maximize the functional utility of public lands.

The proposed amendment to the P-2 zoning code would reduce the minimum setback to the right-of-way line to zero feet. The already established setbacks to side and rear property lines, and to adjacent residential uses, would not change. Refer to the table on the next page for proposed changes to setback requirements.

P-2 Zoning Setback	Current Minimum Setback Requirement	Proposed Minimum Setback Requirement
Perimeter (not adjacent to right-of-way)	25’	25’
Perimeter (adjacent to right-of-way)	25’	**0’ (if unobstructed sight distance at intersections and driveways is maintained)**
Abutting single-family zoning	35’	35’
Arterial or Collector Roadway	50’	**0’ (if unobstructed sight distance at intersections and driveways is maintained)**

Notwithstanding the proposed zero-foot setback allowance, all structures and landscaping would still need to maintain unobstructed sight distance at intersections and driveways. Visibility would be ensured during the required site plan review and approval process.

Building standards differ next to a right-of-way since the structure isn't bordering another private property.

Findings of Consistency

The proposed code amendment is consistent and compatible with the adopted Comprehensive Plan and aligns with the goals, objectives, and policies of the City. Allowing public facilities like fire stations to maximize their lot usage, the city can fulfill its infrastructure goals while adhering to safety and character standards.

Comprehensive Plan Citation	Text	Consistency Rationale
Policy LU-6.1	The City shall continue to work toward appropriate development on infill parcels.	Reducing the right-of-way setback allows for more usable space to be created on P-2 zoned properties, therefore

		allowing more meaningful infill development and reducing urban sprawl.
Objective CI-1 and underlying policies	The City shall continue to utilize the Capital Improvements Element as a tool to ensure that capital facilities are made available in a timely manner to satisfy existing deficiencies, accommodate infrastructure needs for planned future growth, and replace obsolete or worn-out facilities.	The code amendment facilitates the timely expansion of public safety infrastructure and directly supports the “public health, safety and welfare" by modernizing essential services.

Business Impact Statement

See attached Business Impact Estimate. No direct economic impacts to private, for-profit business are anticipated.

On June 3, 2026, the Planning and Zoning Board voted 3-0 to recommend that the City Council approve Ordinance No. 2026-06.

Staff recommends the City Council approve Ordinance No. 2026-06 on first reading.

ORDINANCE NO. 2026 - 06

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, AMENDING ARTICLE XII, SCHEDULE OF DISTRICT REGULATIONS, OF APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY; AMENDING SECTION 9B (8), DISTRICT AND INTENT: P-2 INSTITUTIONAL RELATING TO MINIMUM DIMENSIONAL REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Indian Harbour Beach established the P-2 Institutional District to provide for public and semipublic facilities that serve the governmental, educational, and cultural needs of the community; and

WHEREAS, the P-2 district explicitly permits essential public safety structures, including fire stations and other public safety buildings; and

WHEREAS, the City has identified a critical need to expand and modernize its existing fire station facilities to ensure continued high-quality public safety services for its residents; and

WHEREAS, the current setback requirements from the right-of-way can create unnecessary constraints on the functional expansion and development of public and semi-public properties; and

WHEREAS, the City Council finds that a zero (0) foot setback from property lines abutting a right-of-way is appropriate for the P-2 district to allow for the efficient use of public land; and

WHEREAS, property lines adjacent to single-family residential uses will continue to maintain a minimum of a 35-foot setback; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments as outlined in this ordinance at its meeting on May 6, 2026, conducted a public hearing with regard to the proposed amendments, and found the same to be consistent with the City of Indian Harbour Beach Comprehensive Plan; and

WHEREAS, the City Council hereby adopts the findings of the Planning and Zoning Board as its own and finds the proposed amendments to be in the promotion of the public health, safety, welfare, morals, public order, and aesthetics of the community and the region.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indian Harbour Beach, Brevard County, Florida that:

SECTION 1: Section 9B (8) of Article XIII of Appendix A of the Code of Ordinances of the City is hereby amended and shall read as follows:

"Sec. 9B. District and intent: P-2 Institutional.

All principal uses and structures permitted in the P-1 zoning district are permitted in the P-2 zoning district. In addition, the provisions of this district are intended to apply to an area which can serve the needs of the community for public and semipublic facilities of a governmental, educational, or cultural nature. Since the site

and building requirements for such uses vary with the size and type of use, a review and approval of a site plan shall be a prerequisite for approval of any change of zoning to the P-2 classification.

* * * * *

(8) *Minimum dimensional requirements:*

(A) *Minimum lot area:* Fifteen thousand (15,000) square feet.

(B) *Minimum lot width:* One hundred (100) feet.

(C) *Minimum lot depth:* One hundred fifty (150) feet.

(D) *Perimeter yard requirements:* There shall be a minimum setback of at least twenty-five (25) feet for all uses in this district, except for property lines abutting a right-of-way, where the minimum setback shall be zero (0) feet.; and w When a use abuts property zoned for single-family residential use, there shall be a minimum setback of thirty-five (35) feet. Notwithstanding the zero (0) foot setback allowance, all structures and landscaping shall maintain unobstructed sight distance at intersections and driveways.

~~(E) *Arterial and collector street yard requirements:* There shall be a minimum fifty-foot setback when a building fronts on a major or minor arterial or collector street.~~

(F) *Interior setbacks:* There shall meet the requirements necessary for adequate police and fire protection.

(G) *Parking requirements:* The building official and the planning and zoning board will ascertain that off-street parking standards are met on the submitted site plan according to article XV of this ordinance.

(H) *Height requirements:* Thirty-five (35) feet maximum.

(I) *Buffer requirements:* When a P-2 zone abuts a residential zone, a buffer shall be shown on the site plan along with specifications of such buffer."

(Note to codifier re-letter section 9B consistent with this Ordinance)

Section 2: Conflicts. Any and all Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

Section 3: Severability. If any provisions of this Ordinance or the application thereof to any person or circumstance are held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and the provisions of this Ordinance are declared severable.

Section 4. The City Clerk is hereby directed to incorporate the provisions of this ordinance into the City's Code of Ordinances.

Section 5: Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA ON THIS ____ DAY OF _____, 2026

CITY OF INDIAN HARBOUR BEACH
BREVARD COUNTY, FLORIDA

Scott Nickle

Mayor

ATTEST:

Nikki Gold
City Clerk

First Reading: June 9, 2026

Second Reading: June 23, 2026

Indian Harbour Beach Business Impact Estimate

This estimate shall be posted on the City's website no later than the date the required notice is published in accordance with F.S. 166.041(3)(a).

Proposed ordinance's title/reference:
ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, AMENDING ARTICLE XII, SCHEDULE OF DISTRICT REGULATIONS, OF APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY; AMENDING SECTION 9B (8), DISTRICT AND INTENT: P-2 INSTITUTIONAL RELATING TO MINIMUM DIMENSIONAL REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION, AND AN EFFECTIVE DATE.

In accordance with F.S. 166.041(4)(c) and related to the above proposed ordinance and a requirement for a Business Impact Estimate (select one):

- ☒ No exceptions apply, see Business Impact Estimate below
- ☐ Exception(s) apply, however, the city has completed a Business Impact Estimate below to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance
- ☐ Exception(s) apply and a Business Impact Estimate is not required

Mark any exceptions (select all that apply, or none):

- ☐ Ordinance is required for compliance with federal or state law or regulation
- ☐ Ordinance relates to the issuance or refinancing of debt
- ☐ Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ Ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the city
- ☐ Ordinance is an emergency ordinance
- ☐ Ordinance relates to procurement
- ☐ Ordinance enacted to implement:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

Indian Harbour Beach Business Impact Estimate

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare of the city):

Response: The proposed amendment to the P-2 zoning code would reduce the minimum setback to the right-of-way line to zero feet. The already established setbacks to side and rear property lines, and to adjacent residential uses, would not change. This will allow for optimal placement of government facilities to maximize the functional utility of public lands and provide for public health, safety, and welfare.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:
a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Response: No direct economic impacts to private, for-profit businesses are anticipated. This ordinance only applies to P-2 zoned properties, which are only intended for public or semi-public uses, rather than private business enterprise. No compliance costs, no new charges or fees, and no regulatory costs are anticipated.

3. Good faith estimate of the number of businesses in the city likely to be impacted by the proposed ordinance:

Response: None.

7. Additional information the city determines may be useful:

Response: This proposed ordinance does not impose costs on for-profit businesses in the city.

CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, June 9, 2026

AGENDA ITEM

New interlocal agreement with Brevard County regarding the Save Our Indian River Lagoon Sales Tax program (action item)

Cost: N/A

Attachments: SOIRL Infrastructure Surtax Renewal of Interlocal Agreement

Staff Recommendation:

Consider authorizing the City Manager to sign the revised interlocal agreement with Brevard County.

Background Information:

Brevard County voters approved a countywide half-cent sales tax on November 8, 2016, to fund the “Save Our Indian River Lagoon” program. The City entered into an interlocal agreement with Brevard County in 2016 for the SOIRL program and later approved an updated interlocal agreement in 2019 governing the distribution of revenues derived from the discretionary infrastructure sales tax program.

Voters will determine on November 3, 2026, whether to extend the program an additional 10 years. The attached proposed interlocal agreement will continue the program if approved by the voters in November. Representatives from the Brevard County Department of Natural Resources Management will attend the meeting to answer any questions the City Council may have.

Staff recommends that the City Council authorize the City Manager to sign the attached interlocal agreement

SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX RENEWAL OF INTERLOCAL AGREEMENT

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

WITNESSETH

WHEREAS, pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

WHEREAS, pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 2026-06 (hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

WHEREAS, as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

WHEREAS, the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:

   a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

   b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

   a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

      i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.

6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19 2026

Cape Canaveral, Florida
(Municipality)

Signed: _____
Typed Name: Keith Touchberry
Title: City Manager
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

Cocoa, Florida
(Municipality)

Signed: _____
Typed Michael C. Blake
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Cocoa Beach, Florida
(Municipality)

Signed: _____
Typed Keith Capizzi
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Grant-Valkaria, Florida
(Municipality)

Signed: _____
Typed Lisette Kolar
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Town of Indialantic, Florida
(Municipality)

Signed: _____
Typed: Michael Casey
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Indian Harbour Beach, Florida
(Municipality)

Signed: _____
Typed: John W. Coffey
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Malabar, Florida
(Municipality)

Signed: _____
Typed: Lisa Morrell
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Melbourne, Florida
(Municipality)

Signed: _____
Typed: Jenni Lamb
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Melbourne Beach, Florida
(Municipality)

Signed: _____
Typed: Alison Dennington
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Melbourne Village, Florida
(Municipality)

Signed: _____
Typed Name: Susan Ditty
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

Palm Bay, Florida
(Municipality)

Signed: _____
Typed: Matthew Morton
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Palm Shores, Florida
(Municipality)

Signed: _____
Typed Name: Charles Chambliss
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

Rockledge, Florida
(Municipality)

Signed: _____
Typed Thomas J. Price
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Satellite Beach, Florida
(Municipality)

Signed: _____
Typed: Brittany Retherford
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Titusville, Florida
(Municipality)

Signed: _____
Typed Name: Andrew Connors
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

West Melbourne, Florida
(Municipality)

Signed: _____
Typed: Andrea Young
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

EXHIBIT A – DISTRIBUTION OF TMDL CREDITS

TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION

City/Town	BRL A Population	BRL A Credit Split	BRL B Population	BRL B Credit Split	North A Population	North A Credit Split	North B Population	North B Credit Split	Central A Population	Central A Credit Split	Central SEB Population	Central SEB Credit Split
Brevard County (Unincorporated)	1,402	100.0%	68,711	63.0%	6,402	19.2%	25,606	25.6%	46,777	21.5%	3,521	82.0%
Cape Canaveral	0	0.0%	10,171	9.3%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Cocoa	0	0.0%	0	0.0%	0	0.0%	9,793	9.8%	0	0.0%	0	0.0%
Cocoa Beach	0	0.0%	11,276	10.3%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Grant-Valkaria	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,299	1.5%	774	18.0%
Indialantic	0	0.0%	0	0.0%	0	0.0%	1,181	1.2%	1,630	0.7%	0	0.0%
Indian Harbour Beach	0	0.0%	8,446	7.7%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Malabar	0	0.0%	0	0.0%	0	0.0%	0	0.0%	2,817	1.3%	0	0.0%
Melbourne	0	0.0%	0	0.0%	0	0.0%	48,075	48.1%	29,948	13.7%	0	0.0%
Melbourne Beach	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,076	1.4%	0	0.0%
Melbourne Village	0	0.0%	0	0.0%	0	0.0%	0	0.0%	666	0.3%	0	0.0%
Palm Bay	0	0.0%	0	0.0%	0	0.0%	0	0.0%	109,162	50.1%	0	0.0%
Palm Shores	0	0.0%	0	0.0%	0	0.0%	979	1.0%	0	0.0%	0	0.0%
Rockledge	0	0.0%	0	0.0%	0	0.0%	13,941	14.0%	0	0.0%	0	0.0%
Satellite Beach	0	0.0%	10,485	9.6%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Titusville	0	0.0%	0	0.0%	26,881	80.8%	272	0.3%	0	0.0%	0	0.0%
West Melbourne	0	0.0%	0	0.0%	0	0.0%	0	0.0%	20,434	9.4%	0	0.0%

TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION

City/Town	BRL A Population	BRL A Credit Split	BRL B Population	BRL B Credit Split	North A Population	North A Credit Split	North B Population	North B Credit Split	Central A Population	Central A Credit Split	Central SEB Population	Central SEB Credit Split
Brevard County (Unincorporated)	452	100.0%	25,141	37.7%	11,742	28.2%	45,464	37.3%	63,679	25.0%	4,065	77.0%
Cape Canaveral	0	0.0%	9,972	14.9%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Cocoa	0	0.0%	0	0.0%	0	0.0%	10,092	8.3%	0	0.0%	0	0.0%
Cocoa Beach	0	0.0%	11,354	17.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Grant-Valkaria	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,292	1.3%	1,217	23.0%
Indialantic	0	0.0%	0	0.0%	0	0.0%	813	0.7%	2,197	0.9%	0	0.0%
Indian Harbour Beach	0	0.0%	9,019	13.5%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Malabar	0	0.0%	0	0.0%	0	0.0%	0	0.0%	2,949	1.2%	0	0.0%
Melbourne	0	0.0%	0	0.0%	0	0.0%	48,461	39.8%	32,855	12.9%	0	0.0%
Melbourne Beach	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,231	1.3%	0	0.0%
Melbourne Village	0	0.0%	0	0.0%	0	0.0%	0	0.0%	681	0.3%	0	0.0%
Palm Bay	0	0.0%	0	0.0%	0	0.0%	0	0.0%	119,760	47.0%	0	0.0%
Palm Shores	0	0.0%	0	0.0%	0	0.0%	1,200	1.0%	0	0.0%	0	0.0%
Rockledge	0	0.0%	0	0.0%	0	0.0%	15,500	12.7%	0	0.0%	0	0.0%
Satellite Beach	0	0.0%	11,226	16.8%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Titusville	0	0.0%	0	0.0%	29,947	71.8%	302	0.2%	0	0.0%	0	0.0%
West Melbourne	0	0.0%	0	0.0%	0	0.0%	0	0.0%	25,924	10.2%	0	0.0%

SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX RENEWAL OF INTERLOCAL AGREEMENT

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

WITNESSETH

WHEREAS, pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

WHEREAS, pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. _____(hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

WHEREAS, as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

WHEREAS, the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:

   a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

   b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

   a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

      i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.

6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19, 2026

Cape Canaveral, Florida
(Municipality)

Signed: _____
Typed Keith Touchberry
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Cocoa, Florida
(Municipality)

Signed: _____
Typed: Michael C. Blake
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Cocoa Beach, Florida
(Municipality)

Signed: _____
Typed Keith Capizzi
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Grant-Valkaria, Florida
(Municipality)

Signed: _____
Typed Lisette Kolar
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Town of Indialantic, Florida
(Municipality)

Signed: _____
Typed: Michael Casey
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Indian Harbour Beach, Florida
(Municipality)

Signed: _____
Typed: John W. Coffey
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Malabar, Florida
(Municipality)

Signed: _____
Typed: Lisa Morrell
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Melbourne, Florida
(Municipality)

Signed: _____
Typed Jenni Lamb
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Melbourne Beach, Florida
(Municipality)

Signed: _____
Typed: Alison Dennington
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Melbourne Village, Florida
(Municipality)

Signed: _____
Typed Susan Ditty
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Palm Bay, Florida
(Municipality)

Signed: _____
Typed: Matthew Morton
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Palm Shores, Florida
(Municipality)

Signed: _____
Typed: Charles Chambliss
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

Rockledge, Florida
(Municipality)

Signed: _____
Typed Thomas J. Price
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Satellite Beach, Florida
(Municipality)

Signed: _____
Typed Brittany Retherford
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

Titusville, Florida
(Municipality)

Signed: _____
Typed: Andrew Connors
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

West Melbourne, Florida
(Municipality)

Signed: _____
Typed: Andrea Young
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

EXHIBIT A – DISTRIBUTION OF TMDL CREDITS

TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION

City/Town	BRL A Population	BRL A Credit Split	BRL B Population	BRL B Credit Split	North A Population	North A Credit Split	North B Population	North B Credit Split	Central A Population	Central A Credit Split	Central SEB Population	Central SEB Credit Split
Brevard County (Unincorporated)	1,402	100.0%	68,711	63.0%	6,402	19.2%	25,606	25.6%	46,777	21.5%	3,521	82.0%
Cape Canaveral	0	0.0%	10,171	9.3%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Cocoa	0	0.0%	0	0.0%	0	0.0%	9,793	9.8%	0	0.0%	0	0.0%
Cocoa Beach	0	0.0%	11,276	10.3%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Grant-Valkaria	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,299	1.5%	774	18.0%
Indialantic	0	0.0%	0	0.0%	0	0.0%	1,181	1.2%	1,630	0.7%	0	0.0%
Indian Harbour Beach	0	0.0%	8,446	7.7%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Malabar	0	0.0%	0	0.0%	0	0.0%	0	0.0%	2,817	1.3%	0	0.0%
Melbourne	0	0.0%	0	0.0%	0	0.0%	48,075	48.1%	29,948	13.7%	0	0.0%
Melbourne Beach	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,076	1.4%	0	0.0%
Melbourne Village	0	0.0%	0	0.0%	0	0.0%	0	0.0%	666	0.3%	0	0.0%
Palm Bay	0	0.0%	0	0.0%	0	0.0%	0	0.0%	109,162	50.1%	0	0.0%
Palm Shores	0	0.0%	0	0.0%	0	0.0%	979	1.0%	0	0.0%	0	0.0%
Rockledge	0	0.0%	0	0.0%	0	0.0%	13,941	14.0%	0	0.0%	0	0.0%
Satellite Beach	0	0.0%	10,485	9.6%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Titusville	0	0.0%	0	0.0%	26,881	80.8%	272	0.3%	0	0.0%	0	0.0%
West Melbourne	0	0.0%	0	0.0%	0	0.0%	0	0.0%	20,434	9.4%	0	0.0%

TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION

City/Town	BRL A Population	BRL A Credit Split	BRL B Population	BRL B Credit Split	North A Population	North A Credit Split	North B Population	North B Credit Split	Central A Population	Central A Credit Split	Central SEB Population	Central SEB Credit Split
Brevard County (Unincorporated)	452	100.0%	25,141	37.7%	11,742	28.2%	45,464	37.3%	63,679	25.0%	4,065	77.0%
Cape Canaveral	0	0.0%	9,972	14.9%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Cocoa	0	0.0%	0	0.0%	0	0.0%	10,092	8.3%	0	0.0%	0	0.0%
Cocoa Beach	0	0.0%	11,354	17.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Grant-Valkaria	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,292	1.3%	1,217	23.0%
Indialantic	0	0.0%	0	0.0%	0	0.0%	813	0.7%	2,197	0.9%	0	0.0%
Indian Harbour Beach	0	0.0%	9,019	13.5%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Malabar	0	0.0%	0	0.0%	0	0.0%	0	0.0%	2,949	1.2%	0	0.0%
Melbourne	0	0.0%	0	0.0%	0	0.0%	48,461	39.8%	32,855	12.9%	0	0.0%
Melbourne Beach	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,231	1.3%	0	0.0%
Melbourne Village	0	0.0%	0	0.0%	0	0.0%	0	0.0%	681	0.3%	0	0.0%
Palm Bay	0	0.0%	0	0.0%	0	0.0%	0	0.0%	119,760	47.0%	0	0.0%
Palm Shores	0	0.0%	0	0.0%	0	0.0%	1,200	1.0%	0	0.0%	0	0.0%
Rockledge	0	0.0%	0	0.0%	0	0.0%	15,500	12.7%	0	0.0%	0	0.0%
Satellite Beach	0	0.0%	11,226	16.8%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Titusville	0	0.0%	0	0.0%	29,947	71.8%	302	0.2%	0	0.0%	0	0.0%
West Melbourne	0	0.0%	0	0.0%	0	0.0%	0	0.0%	25,924	10.2%	0	0.0%

CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, June 9, 2026

AGENDA ITEM

Award of Dredging and Sediment Management Continuing Consulting Services via a piggyback contract with Brevard County (action item)

Cost: N/A

Attachments: Applied Ecology Piggyback Agreement 09Jun26
Apllied Ecology letter agreeing to a piggyback contract
Executed Applied Ecology agreement with Brevard County

Staff Recommendation:

Consider awarding a dredging and sediment management continuing consulting services to Applied Ecology, Inc. via a piggyback contract (RFQ 8-25-01) with Brevard County.

Background Information:

The muck project (the Grand Canal and the finger canals) began approximately 10 years ago, with the following milestones:

- In 2016, a Bathymetric and muck survey began
- In 2019, the Brevard County Board of County Commissioners awarded a $9.1 million Save Our Indian River Lagoon (SOIRL) grant with a local match of $1,004,585.
- Circa 2019-2022, design, engineering, and supplemental investigation occurred.
- In 2019, the Cities of Satellite Beach and Indian Harbour Beach received a combined $1,000,000 state appropriation for the two cities' muck removal projects
- On October 6, 2023, FDEP Permit No. 421328-001-EI was issued, which expires on October 6, 2028.
- In 2023, the U.S. Army Corps of Engineers issued permit No. SAJ-2021-00510 (NW – JDP) with the verification being valid until March 14, 2026.
- In 2023, the Brevard County Board of County Commissioners extended the SOIRL Grant agreement through 2032.In 2024, the Cities of Indian Harbour Beach and Satellite Beach informally agreed to jointly bid out the two projects, with each City paying for its respective portions, with the City of Satellite Beach offering to allow the contractor to use Satellite Beach property for mobilization and storage needs during the IHB portion of the project.

- In 2024, Brevard County bid out a project along Eau Gallie causeway that received one bid at a cost of $48 Million (original budget was $32 Million). Based on the estimated cubic yards of muck to be removed, this equated to a $29.5 million price tag for the City's muck removal project. No work will be permitted during manatee season from November 15th to March 15th. Dredging of muck in the finger canals will stay 10 feet away from seawalls and docks and 30 feet away from the ends of the canals. The City of Satellite Beach offered to allow the eventual contractor to use its old Fire Department site for mobilization during Indian Harbour Beach's portion of the project.
- The Approved FY26-30 Five-Year Financial Model and Capital Improvement Plan contained a total of $12,650,000 in funding in FY 29 and FY30, of which $3,534,585 is the projected local match (future years' revenues). However, if significant property tax reform is passed by the voters in November, this local match will likely not be available. Likewise, if the project occurs sooner, the City will likely have only approximately $1,000,000 in local match unless other planned projects are canceled or deferred.
- On February 10, 2026, representatives from the Brevard County Natural Resources Management Department made a presentation to the City Council.
- On February 10, 2026, the City Councils of Indian Harbour Beach and Satellite Beach held a joint special meeting and each voted to pursue piggyback contracts for engineering and construction services from vendors currently working on a Brevard County muck removal project.

The attached proposed piggyback contract with Applied Ecology (via a current contract with Brevard County) is for engineering consulting services related to the muck removal project. There is no cost to the City at this time, as all work will be done through task orders approved by the City (either the City Council or City Manager, depending upon cost). All costs will be reimbursable via the Save Our Indian River Lagoon grant and/or State appropriations.

City Attorney Bohne has reviewed the attached agreement for legal sufficiency.

Staff recommends that the City Council approve the engineering consulting continuing services contract with Applied Ecology, Inc. via a piggyback contract (RFQ 8-25-01) with Brevard County.

AG

CITY OF INDIAN HARBOUR BEACH PIGGYBACK AGREEMENT
DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES CONTRACT
PURSUANT TO DREDGING & SEDIMENT REMOVAL CONSULTING CONTRACTS (RFQ 8-25-01)

This contract entered into, by and between, the **City of Indian Harbour Beach, FL** a Florida municipal corporation, whose address is 2055 South Patrick Drive, Indian Harbour Beach, FL 32937, hereinafter called "CLIENT", and **Applied Ecology, Inc** whose address is 780 S. Apollo Blvd., Suite 220, Melbourne, FL 32901 hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, on February 4, 2025, BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS entered into an agreement with APPLIED ECOLOGY, INC for DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES ("Agreement"); and

WHEREAS, Applied Ecology, Inc. was selected to provide these DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES following a request for proposals (RFQ 8-25-01) issued by BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS through a competitive procurement process (BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS RFQ); and

WHEREAS, the Agreement specifically authorizes other governmental entities to take advantage of the terms, conditions, and pricing offered under the Agreement, but must use their own contractual agreement; and

WHEREAS, the CLIENT desires to participate in a piggyback purchasing agreement with Applied Ecology, Inc. for the purchase of these DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES; and

WHEREAS, the CLIENT is satisfied that Applied Ecology, Inc. was selected by BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS based on a competitive procurement process.

NOW THEREFORE, the CLIENT and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the terms and conditions, and component documents comprising the Agreement. With the exception of references to specific Brevard County Board of County Commissioners lists, manuals, procedures, policies, departments, when the "BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS" is mentioned in the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS Agreement, per this Contract, "BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS" shall be replaced with "CLIENT." All attachments referencing BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS shall be replaced with applicable CITY OF INDIAN HARBOUR BEACH ATTACHMENTS.
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the Agreement, and to the satisfaction of the CLIENT or its duly authorized representative.
3. The CLIENT agrees to pay the CONTRACTOR for DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES rendered, in accordance with the pricing structure set forth in the Agreement.
4. This Contract will become effective upon execution and will remain in effect as provided in the Agreement.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the Agreement.

6. Any approvals from BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS required in the Agreement, such as approvals by the "designated representative" or "manager", will be granted by the CLIENT through its City Manager or his/her designee.

7. CLIENT and Contractor Contacts:

CITY OF INDIAN HARBOUR BEACH, FL
John Coffey, ICMA-CM
City Manager
2055 South Patrick Drive
Indian Harbour Beach, FL 32937
Phone: 321-773-3181
Email: jcoffey@indianharbourbeach.gov

APPLIED ECOLOGY, INC.
Claudia Listopad, PhD, GISP
President
780 S. Apollo Blvd.
Suite 220
Melbourne, FL 32901
Phone: 321-499-3336
Email: clistopad@appliedecologyinc.com

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written below.

CONTRACTOR: APPLIED ECOLOGY, INC.

By: _____
Print Name: Claudia Listopad
Title: President
Date: _____

CITY OF INDIAN HARBOUR BEACH, FL

By: _____
Print Name:
Title:
Date: _____

780 S. Apollo Blvd
Suite 220
Melbourne, FL 32901

May 27, 2026

John Coffey, ICMA-CM
City Manager
City of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, FL 32937

Cc: Orrie Covert, Assistant to the City Manager, City of Indian Harbour Beach

Subject: Acceptance of Piggyback Agreement – Brevard County Dredging and Sediment Removal Consulting Services Contract (RFQ-8-25-01)

Dear Mr. Coffey,

Please accept this letter as formal acknowledgment and confirmation that Applied Ecology, Inc. agrees to enter into an agreement with the City of Indian Harbour Beach utilizing the existing Brevard County Dredging and Sediment Removal Consulting Services Contract (RFQ-8-25-01).

We appreciate the opportunity to support the City and look forward to working together on future dredging and sediment management projects.

Sincerely,

Claudia Listopad, Ph.D, GISP
President, Principal Scientist
Applied Ecology, Inc.

support@AppliedEcologyInc.com 321-499-3336 www.AppliedEcologyInc.com

Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Frank Abbate, County Manager

THROUGH: Tad Calkins, Interim Assistant County Manager

FROM: Amanda Elmore, Deputy Director, Natural Resources Management

DATE: January 31, 2025

SUBJECT: Dredging & Sediment Removal Consulting Contracts, RFQ 8-25-01

On August 28, 2024, the Board of County Commissioners, in regular session, granted permission for Purchasing Services to solicit Requests for Qualifications (RFQ) for Consultant Engineering Services for Natural Resources Management Department approved projects.

On August 30, 2024, Purchasing Services advertised RFQ 8-25-01 for Dredging & Sediment Management Continuing Consulting Services and on October 3, 2024, the Selection Committee approved six firms for consulting services under this request.

The attached continuing service contract documents for Applied Ecology, Dredging & Marine Consultants, Geosyntec Consultants, GHD Services, Taylor Engineering, and WSP USA have been approved by County Purchasing, Risk Management and the County Attorney's Office. The associated review documents are included for your review.

If this request meets with your approval, please sign the attached six original contracts and contact Sarah Roschetzki (Sarah.Roschetzki@brevardfl.gov) to arrange for pick up.

Should you have any questions or concerns, please contact Matt Culver (321-482-7970) or Amanda Elmore (X58996).

Attachments:
Engineering Contracts with AO-29 Approvals (6)

RECEIVED
FEB 03 2025
County Manager's Office

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Applied Ecology, Inc.	**2. Amount:** TBD
3. Fund/Account #: Project Dependent/Various	**4. Department Name:** Natural Resources
5. Contract Description: Dredging & Sediment Management Continuing Consulting Services (RFQ-8-25-01)	
6. Contract Monitor: Matt Culver	**8. Contract Type:**
7. Dept/Office Director: Virginia Barker	CONSULTANT
9. Type of Procurement: Request for Qualifications (RFQ)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☑	☐	Culver, Matt — Digitally signed by Culver, Matt Date: 2025.01.08 13:31:21 -05'00'
Purchasing	☑	☐	Wall, Katherine — Digitally signed by Wall, Katherine Date: 2025.01.14 16:05:26 -05'00'
Risk Management	☑	☐	Watson, Michael — Digitally signed by Watson, Michael Date: 2025.01.16 09:06:47 -05'00'
County Attorney	☑	☐	Balser, Heather — Digitally signed by Balser, Heather Date: 2025.01.13 10:44:27 -05'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES CONTRACT

THIS CONTRACT is made and entered into on the date of the last signature below, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Applied Ecology, Inc., a business having its primary business location at

780 S. Apollo Blvd., Suite 220, Melbourne, FL 32901 , (hereinafter the "CONSULTANT").

WITNESSETH:

WHEREAS, the County is desirous of obtaining services of a Dredging & Sediment Management Consultant, and

WHEREAS, the County selected the Consultant consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and Brevard County Policy BCC-26, "Acquisition of Consultant Professional Services," and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

The Consultant shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified below.

SECTION 1 – DEFINITIONS

The following words and expressions shall whenever they appear in the Contract be construed as follows:

ADDENDUM — A written explanation, interpretation, change, correction, addition, or deletion affecting the Contract documents, including drawings and specifications approved by the County and issued by the County.

ARCHITECT — A person or firm that is authorized to practice architecture pursuant to Statute 481.299, or a general contractor who provides architectural services under design-build-contract authorized by F.S. 481.219.

CONSULTANT — The individual or firm retained to perform the specified consultant services and duties as stated in this Contract.

CONTRACT — The written Contract between the County and the Consultant and any modifications and change orders thereto.

COUNTY MANAGER The County Manager of Brevard County, Florida.

COUNTY DESIGNEE The County employee designated to oversee the project by the Director. The Designee may be changed at any time during this Contract or during the length of the Task Order by written authorization by the Director.

DELIVERABLE A work product or collection of work products as required by the specific Task Order that meet the defined design or construction specifications, warranties, and functional parameters articulated in the Scope of the Work for this Contract which include but are not limited to: design drawings\specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems, or processes.

DIRECTOR The Director of the Natural Resources Management Department.

ENGINEER The person, firm, or corporation named as such in the Contract and/or authorized by the County to act as the County representative or as the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2) (i) (2006).

PROJECT MANAGER The COUNTY employee designated to oversee the project by the Director. The Designee may be changed at any time during the CONTRACT or during the length of the Task Order by written notification provided to the CONSULTANT.

PROJECT TEAM The CONSULTANT's staff approved to accomplish and complete the work assigned by the COUNTY through a Task Order.

TASK A major component of work which is described in the Task Order or the work to be accomplished and/or completed by the Consultant.

TASK ORDER A written Authorization by the County for the Consultant to proceed with the Work described therein.

WORK The services provided by the Consultant in accordance with the Task Orders, attachments or Addenda.

WRITTEN This term shall comprise communications between the Consultant and the County including e-mails, FAX, and letters either scanned or sent via regular or express mail.

SECTION 2 – GENERAL IDENTIFICATION OF SERVICES

The Consultant acknowledges and agrees that if the work is assigned to the Consultant, each individual project shall have a specific Task Order agreed to by the parties and executed by both parties.

All professional services provided by the Consultant for the County shall be identified in Task Orders and performed to current professional standards. Draft Task Orders shall be provided by the Consultant within fifteen (15) working days of request by the County, and shall include the following elements, except for modifications issued after execution of the Task Order:

(1) Scope: a succinct task description and signature page,
(2) Section I: a thorough description of services to be performed,
(3) Section II: a detailed schedule for projected completion of the work to be performed,
(4) Section III: a detailed description and list of all the deliverables, and
(5) Section IV: a proposed schedule for compensation including a list of key personnel.

Task orders shall receive a number assigned by the Natural Resources Management Department which shall be used by the Consultant on all documents submitted to the County related to that Task Order.

A Task Order shall not give rise to any contractual rights until approved by the County. Once the County and Consultant agree on the compensation to be paid for such services as stated in the Task Order, the County Designee shall approve the Task Order in the form of a written Notice to Proceed signed by the authorized designee of the County. The written Notice to Proceed and specific Task Order, as approved by the County, shall constitute an Addendum to this Contract and therefore the Consultant shall abide by all the requirements stipulated in this Contract. This Contract does not authorize the performance of any work or services to be provided by Consultant or require County to place any Task Orders for work or services. The County makes no covenant or promises as to the number of projects available or that the Consultant will perform any project for the County during the life of this Contract.

Task Orders may be issued for specific projects within the original scope of services as outlined below. Generally, the County may request the Consultant to provide the County Continuing Dredging & Sediment Management Consulting Services for the following original scope of services:

(1) Hydrographic Surveying and Geotechnical Investigation
(2) Environmental Resource Permit (ERP) applications
(3) ACOE Permit applications
(4) Bidding & Construction Management Services
(5) Civil & Stormwater design (AutoCAD)
(6) Seagrass and Wetland surveys, delineation and mapping

(7) Protected species permitting, relocation, monitoring/surveying, and reporting
(8) Mitigation/restoration project design, implementation, monitoring, and reporting
(9) Feasibility studies and design evaluation for dredging, effluent treatment, and dewatering technology for sediment management projects

SECTION 3 – COUNTY OBLIGATIONS

The County shall make available to the Consultant any existing data available in the County's files pertaining to the work to be performed under this Contract, including reports, studies, financial information, and other required existing data that are available in the files of the County and that may reasonably be required by the Consultant for the completion of the required services.

The County shall review the deliverables and other materials submitted by the Consultant and provide direction to the Consultant as specified in the Task Order. The County shall designate one County staff member to act as Project Manager.

The County shall reimburse the Consultant for required services timely submitted, approved and accepted by the County in accordance with the provision of this Contract and amendments hereto.

SECTION 4 – CONSULTANT RESPONSIBILITIES

Upon receipt of the Notice to Proceed, Consultant agrees to perform professional services associated with the requested work in accordance with (1) the negotiated terms of the applicable Task Order, and (2) current accepted professional standards and practices, and (3) this Contract. The Consultant warrants the adequacy of the final plans, reports, and/or assessments provided under this Contract and resulting Task Order(s), and agrees to correct any errors and omissions, at no additional cost to the County, which may be required because such plans, reports, and/or assessments were found defective. This remedy shall be cumulative to all other remedies available under law.

In connection with professional services to be rendered pursuant to this Contract, the Consultant further agrees to:

(a) make no claims for damages or loss of profits due to the amount of work assigned under this Contract,
(b) utilize the approved project team per Section 14.
(c) maintain an adequate staff of qualified personnel to complete any assigned Task Order(s),
(d) notify the County of any proposed project team personnel changes during the course of the Contract, and provide qualifications of the new personnel assigned to the project team to the County for written approval,

(e) ensure that designs/assessments/reports meet all current federal, state and local regulations, requirements, permits, laws or ordinances, and current industry standards in effect and applicable to the project at the time a Task Order is assigned,
(f) acknowledge the critical nature of proper planning and coordination of utility impacts, right-of-way and easement impacts, field data collection, risk assessment and remediation, and permitting requirements, and to address these issues in each Task Order that the Consultant prepares,
(g) cooperate fully with the County in the scheduling and coordination of all phases of the work,
(h) cooperate and coordinate with other County consultants or contractors, as directed by the County,
(i) provide the County with progress reports of the status of the work in an approved format and at the specified frequency stated in the Task Order. (See **Exhibit D** for approved formats.)
(j) hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the County or its authorized agent at any time,
(k) submit for County review design or assessment computations, sketches and other data representative of the work's progress at the percentage stages of completion or milestones which may be specified in the applicable Task Order,
(l) submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review, and acknowledge that County approval, or the lack thereof, regarding the Consultant's plans, design or assessments shall not be deemed to diminish the Consultant's warranty set forth in this Contract,
(m) confer with the County during the further development and implementation of assessments or remediation improvements for which the Consultant has provided design or other services,
(n) interpret plans and other documents at no additional cost during the term of this Contract or the applicant's task order, whichever is longer, and correct errors and omissions, and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost,
(o) conduct and complete, prior to final approval of the work by the County, a preliminary check of any documents through any review committee, third party consultant or Consultant, or any county, city, state or federal agency from which a permit or other approval is required, and acknowledge that any approval or lack thereof obtained from the County or any other agency shall not be deemed to diminish or discharge the Consultant from the warranties imposed by this Contract,
(p) sign and seal all final plans, documents, surveys, maps, and legal descriptions prepared by Consultant per requirements of the laws, rules, and regulations of any governmental entity having authority over the work, and deliver them to the County after completion of the Task Order, and
(q) provide digital files in the approved County format (see **Exhibit D**) of any plans, specifications, models, studies, maps, reports or other deliverable documents.

SECTION 5- DURATION OF CONTRACT

The terms of this Contract shall be effective for five (5) years. Pricing shall remain firm for the first twelve (12) months after executing this Contract. The Contractor may have an opportunity to request an annual price adjustment for the second and subsequent years of the Contract. A request for a price adjustment must be submitted in writing no later than ninety (90) calendar days before the annual anniversary to the Purchasing Manager and the Department Director. This request for price adjustment must include a written justification for an adjustment.

No work shall be issued after the time period stated above. However, actual completion of the services in the Task Order may extend beyond such term, unless this Contract is terminated by mutual written consent of the parties as otherwise provided herein. The performance of properly authorized Task Orders may extend beyond the Contract's effective term and the Contractor shall be compensated after such time period in accordance with Section 8 and 9 hereof. A task order may be revised as to scope of services, time required for completion, and/or compensation to be paid, if approved by the County or designee and Contractor in writing.

SECTION 6 –TIME OF COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Notice to Proceed from the County, subsequent to the execution of the Contract, and shall be completed within the time stated in the Task Order. Consultant acknowledges that time is of the essence under this Contract.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Contract.

Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of force majeure circumstances – including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion – the Consultant shall notify the County of such force majeure circumstances in writing within ten (10) calendar days after commencement of such delay stating the cause or causes thereof, or Consultant shall waive any right the Consultant may have had to request an extension to the Task Order. Such extensions of time as stated in the Task Order shall be the sole remedy of the Consultant for such delays, and the Consultant will not be entitled to any damages or any claim for extra compensation.

SECTION 7 – SCHEDULE OF WORK

The County shall have the sole right to determine the order and commencement of units or sections of the work. If the Consultant maintains that a Task Order or subsequent revision requires a change in schedule, a proposed revised schedule shall be, within ten

(10) days, submitted in writing for County review, and commencement of any such schedule revision is contingent on the County's approval. Consultant waives any right to make a claim based upon a revision if such notice is not provided.

SECTION 8 – COMPENSATION

The County agrees to pay and the Consultant agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Task Order:

(1) Fixed Fee – The normal method of compensation by the County, unless specifically designated otherwise in the Task Order, shall be a fixed fee for each milestone deliverable specified in the Task Order. No payment shall be made for partially completed milestones. The fixed fee for each milestone deliverable shall be negotiated with the County and shall be computed on the basis of the attached Billing Rate Schedule (see **EXHIBIT F**) plus an allowance for reimbursable expenses, if approved by the County.

(2) Hourly Rate – The Consultant shall be compensated at the attached Billing Rate Schedule (see **EXHIBIT F**) for each hour engaged directly in the work, not to exceed a fixed maximum established for each milestone.

(3) Reimbursable Expenses – The Consultant shall be compensated for certain work-related expenditures not covered by fees for engineering services, direct reimbursable costs such as permit fees, specialized pre-approved sub-contracted services, document reproduction, use of specialized equipment, and other incidental expenses, if approved. Consultant shall be paid after Consultant provides an invoice for such services directly from the provider. Only specialized contracted services such as a sub- Consultant for additional engineering/assessment or remediation/field work shall include a multiplier rate to be negotiated in accordance with County policies. No other direct reimbursable expenses shall include the multiplier rate. Expenditures shall be previously authorized by the County in an approved Task Order. Upon receipt of satisfactory supporting documentation, the Consultant will be compensated for such reimbursable expenses.

(4) Travel costs for business travel are included in the Consultant's hourly rate or fixed fee as specified in the Task Order. Reimbursement for special travel required under extenuating circumstances may be approved by the COUNTY as part of a Task Order. The determination of "extenuating circumstances" is in the sole discretion of the County. If approved, such travel shall be reimbursed at the same rate as for County employees in accordance with Brevard County Policy BCC-29 and Administrative Order AO-21, both entitled "Travel," attached hereto as **COMPOSITE EXHIBIT G** and incorporated herein by this reference, which is in effect on the date of Consultant's applicable travel. All requests for special travel must be documented using a State of Florida Travel Voucher with appropriate receipts. Reimbursement for special travel costs must receive prior

written approval by the County prior to such travel, or the County shall not be responsible for reimbursing Consultant for said travel.

Consultant shall not exceed the amount of any task without the prior written approval of the County in the form of an executed Change Order. A lack of planning or schedule control on the part of the Consultant will not be considered as basis for revising the fee proposal.

County and Consultant will negotiate each Task Order Scope of Work prior to the beginning of work. Consultant and County will agree to the hours necessary to complete the Task by position and phase of work, the actual billing rate of employees performing the work, other additional costs as agreed to by the County, and a design schedule. A list of deliverables shall also be provided. The actual billing rates shall not exceed the billing rates contained in **Exhibit F**. Should the Consultant and County be unable to agree to a reasonable Task Order fee, the County will terminate negotiations with that Consultant and attempt to obtain another consultant's services.

If the Consultant changes personnel assigned to the Task Order during the course of the project, the County reserves the right to adjust the negotiated rate if the County determines that a lesser qualified professional is assigned to the Task Order. No increases due to changes in personnel will be allowed.

Ninety (90) days prior to the third-year anniversary of this Contract, the Consultant shall submit their updated hourly billing rate schedule to the COUNTY for inclusion in the Contract after the third-year anniversary date. The hourly billing rate schedule will only apply to Task Orders executed after the anniversary date and not to existing Task Orders. The Department Director may consider increases in the hourly billing rates of up to a maximum of three (3%) percent, but such increase shall not exceed the total percentage increase in the CPI over the previous three (3) years, whichever is less.

SECTION 9 – PAYMENT, PARTIAL PAYMENTS, AND RESOLUTION OF DISPUTES

For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq.

The County shall make payments to the Consultant for all milestones completed and deliverables submitted under the authorized work, and to the satisfaction of the County, to the date of the statement.

(1) The Consultant shall submit signed invoices as instructed by the County's Project Manager.
(2) The amount of each invoice submitted shall be the amount due for all eligible services performed to date in connection with authorized work, as certified by the Consultant. Each invoice shall include any authorized work performed during the invoice date of service, must reference the particular Task Order name and number, and must include the invoice date, invoice number, and a list of the

itemized charges. The invoice shall be accompanied by copies of invoices for reimbursable expenses.

(3) Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item, and the personnel as identified in **Exhibit F**. Copies of all invoices paid by the Consultant for expenses shall be included with the Consultant's invoice.

(4) The Consultant's invoice shall be submitted along with the progress report for that billing period.

(5) County's Project Manager shall review the statement and notify the Consultant in writing within ten (10) days from receipt of the invoice if any amounts requested are disputed or lack adequate support or documentation. County shall indicate in writing what corrective action is needed and the time by which a corrected invoice should be received by the County.

(6) The County reserves the right to deduct from any Consultant invoice an amount for defective or nonconforming work, or for work not provided but invoiced.

(7) The County shall remit payment in accordance with Sections 218.70 through 218.79 – Florida Statutes 'Local Government Prompt Payment Act', and Brevard County Administrative Order AO-33 "Prompt Payment of Invoices."

(8) In the event a dispute occurs between the Consultant and the County concerning payment request or an invoice, such disagreement shall be resolved by a Dispute Committee consisting of representatives of the County Manager's Office, Purchasing Services and a representative designated by the County Manager, but not from the Natural Resources Management Department.

(9) Proceedings to resolve any disputed invoice shall commence no later than forty-five (45) days after the date on which a payment request or proper invoice was received by the County and shall follow requirements of Florida Statutes 218.70 – 218.79. Final decision by the County shall be concluded no later than sixty (60) days after the date on which the payment request or proper invoice was received by the County.

(10) If the dispute is resolved in favor of the County, then interest charges shall begin to accrue fifteen (15) days after the County's final decision. If the dispute is resolved in favor of the Consultant, the interest shall begin to accrue as of the original date the payment became due.

(11) No later than thirty (30) days from acceptance by Project Manager of all the work or services covered by the submitted invoice, the County shall pay the Consultant the amount due for any undisputed work.

(12) The County is a tax-exempt entity and shall not be charged or invoiced for the payment of taxes for work performed under this Contract.

(13) Payment of the Final Invoice shall not constitute evidence of County's acceptance of work.

(14) Final invoice shall be clearly marked as such in bold letters. The Final invoice shall include a report of all the payments made to the Consultant and each sub-consultant under the Task Order up to date and the amount for the final invoice.

(15) Where termination of a Task Order is a termination for convenience and not for cause any reasonable and unavoidable costs incurred due to such termination

(such as cancelling orders for equipment, materials or services) such payment shall be borne by the County.

SECTION 10 – CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for the Contract any fee, commission, percentage, brokerage or contingent fee, gift or any other consideration, contingent upon, or resulting from award or making of this Contract. For any breach or violation of this provision, the County shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 11 – DEFAULT

In the event the Consultant fails to comply with the provisions of this Contract, the County may declare the Consultant in default by written notification. Upon receipt of notification, Consultant will be provided ten (10) days in which to cure. In the event that the Consultant is unable to cure and partial payment has been made for professional services not completed or defectively performed, the Consultant shall return any sums due to the County as a result of Consultant 's default within ten (10) days after notice and demand that said sums are due. The Consultant shall not be compensated on a percentage of any deficient professional services which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other Consultant retained by the County to finish the work to the extent that the County does not incur additional costs over those set forth in the Consultant's canceled Task Order.

SECTION 12 – RIGHT OF APPEAL

All services shall be performed by the Consultant to current reasonable professional standards and practices and to the reasonable requirements of the County. The County shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the Consultant does not concur with the decisions of the County, within ten (10) days after determination by the County, the Consultant shall present any such objections in writing to the County and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the Purchasing Department, County Manager's Office and another County representative designated by the County Manager for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right

to proceed in a court of competent jurisdiction, provided that prior to filing any suit the Consultant goes through the appeal process established in this Contract and provided further that the Consultant strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION 13 – SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Neither the County nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this Contract shall be construed as giving any rights or benefits to any person, party, or entity other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to this Contract will be the sole and exclusive benefit of the County and the Consultant, and not for the benefit of any other party.

SECTION 14 – TERMINATION/MODIFICATION OF CONTRACT

In the event the Consultant violates the provisions of this Contract, or otherwise fails to comply with any provisions of this Contract or if the progress or quality of the work is unsatisfactory, Director or designee may serve written notice to Consultant and if Consultant fails within a period of ten (10) calendar days to correct such failure, County may terminate this Contract upon thirty (30) days written notice to Consultant. Upon termination, Consultant shall immediately cease performance of this Contract and shall deliver to County all completed or partially completed work including but not limited to all original papers, records, drawings, models, and other materials set forth and described in this Contract, within thirty (30) calendar days of the termination date established in the written Notice.

The Consultant or County may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Task Order is completed by the Consultant.

In the event of termination by the County, the County's sole obligation to the Consultant shall be payment for those portions of satisfactorily and completely performed work previously authorized by approved Task Order shall be determined on the basis of the work performed by the Consultant, or the percentage of work complete as estimated by the Consultant and agreed upon by the County up to the time of termination. In the

event of such termination, the County may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

In the event of any form of claim, dispute, or controversy by or between the parties to this Contract, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in Brevard County.

The terms of this Contract may be modified upon the mutual agreement of the Consultant and the County as confirmed in writing.

In the event that the Consultant changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the principals or project managers of the Consultant, the County reserves the right to terminate this Contract subject to the terms prescribed above.

In the event of termination of this Contract the Consultant agrees to surrender any and all documents prepared by the Consultant for the County in connection with this Contract, of which, the County shall have full ownership thereof, Consultant may retain copies of such documents for record purposes.

SECTION 15 – PROFESSIONAL STAFF, LICENSING AND SUBCONTRACTING

Consultant was selected in part because on the basis of staff employed by the Consultant as identified in the Request for Qualifications (RFQ) submittal provided by the Consultant. The Consultant agrees that the persons identified in said document shall not be removed for the project without prior written approval by the County.

Consultant shall notify County in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to the changes. Any such request shall be supported by comprehensive documents outlining the reason(s) for the proposed substitution and include the specific qualifications of the proposed substitute. County has the right to reject proposed changes in key personnel. Further, County, in lieu of approving a substitution, may initiate other actions under the Contract, including termination.

Consultant shall at all times during the term of this Contract at its own cost and expense, maintain such licenses as are required for the performance of work referenced herein by this Contract.

Consultant shall maintain an adequate and competent staff of professional engineers and/or architects licensed within the State of Florida.

The Consultant shall not sub-contract, assign, or transfer any work under this Contract

without the prior written approval of the County. When applicable, the Consultant shall cause the names of any sub-contracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Such written consent includes the approval of a Task Order issued by the County provided the fee proposal for that Task Order indicates the use of such Sub-contractor.

Approval by County of any Sub-contractor for any work shall not relieve Consultant of any responsibility for, or liability in connection with, fulfillment of its obligations under this Contract.

SECTION 16 – OWNERSHIP OF DOCUMENTS

All documents, including but not limited to detailed reports, tracing, disks, plans, models, programs, specifications, maps, contract documents, record documents, original field survey, data notes, and other tangible work products developed by the Consultant pursuant to this Contract and any assigned Task Orders, shall be delivered to and shall become the property of the County without restrictions or limitations upon their use or distribution and shall be made available by the Consultant at any time upon request by the County. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the County for its use.

The Consultant shall not be liable for any damages, injury or costs associated with the County use or distribution of these documents for purposes other than those originally intended by the Consultant.

The Consultant may not reuse data or work products developed by the Consultant for the County without express written permission of the County.

Any plans which the Consultant provides under this Contract shall contain a statement that they are subject to reuse restrictions in accordance with the provisions of Section 287.055, Florida Statutes.

SECTION 17 – QUALITY CONTROL

The Consultant warrants a high level of quality control and accuracy.

The Consultant shall perform all services with the standard of care and skill ordinarily performed by like professionals performing similar work.

Consultant shall provide the County one copy of the Consultant's QA/QC program for any and all specific Task Orders prior to commencement of any work or issuance of any work. The QA/QC program shall be effective until termination of this Contract and shall address any work by a sub-contractor. The Consultant shall be responsible to submit to the County any updates or revisions to the QA/QC program.

With each major milestone submittal, the Consultant shall submit a written statement

signed by the Consultant Project Manager and Principal or the QA/QC officer specified on the Consultant's RFQ submittal, that the work being submitted was prepared in accordance with the Consultant's QA/QC program.

When necessary, the County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected or data analysis is found to be accurate and reasonable, the Consultant shall be compensated for the additional work in accordance with Section 8 or Section 9 of this Contract.

The Consultant acknowledges that the County will periodically and upon completion of each Task Order, evaluate the Consultant's QA/QC program and the Consultant's performance, and that **Consultant's Evaluation Forms** (see **Exhibit E**) will be used by the County as appropriate, per Brevard County Administrative Orders AO-35 and AO-45, incorporated herein by this reference, in determining the C's qualifications for future assignments of Task Orders or future Contracts with the County. Copies of AO-35 and AO-45 are available on request.

SECTION 18 – NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract and the County may employ other engineers, professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest.

The County reserves the right to assign such work to the Consultant as it may approve in the sole discretion of the County.

SECTION 19 – TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the Consultant agrees to execute a **Truth-In-Negotiation Certificate** (see **EXHIBIT B**) stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting; and agrees the original Contract price and any additions may be adjusted to exclude any significant sums by which the County determines that price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of the Contract.

SECTION 20 – DISADVANTAGE BUSINESS ENTERPRISES/EQUAL OPPORTUNITY EMPLOYMENT

The Consultant shall endeavor to meet the minority business enterprise procurement goal set forth in Section 287.042, Florida Statutes.

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, age religion, ancestry, handicap, marital status or national origin. The Consultant will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard of race, color, sex, age religion, ancestry, handicap, marital status or national origin.

SECTION 21 – INTEREST OF COMMISSIONERS AND OTHERS

No officers, members, or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 22 – INTEREST OF CONSULTANT

The Consultant covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

SECTION 23 – ENTIRETY OF CONTRACT

This writing, together with Task Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other Contracts and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to services whether written or oral.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Task Order.

This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

SECTION 24 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by

the act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Consultant, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the liability of the COUNTY hereunder shall be subject to each of those respective parties' common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

SECTION 25 - MODIFICATIONS TO CONTRACT

This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Consultant and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

SECTION 26 - INSURANCE

The Consultant, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

(a) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance providing statutory benefits as required in the State of Florida. The Consultant shall require any subcontractor to provide evidence of this coverage.

Additionally, if the contract requires working on or around a navigable waterway, the Consultant and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Worker's (USL&H) coverage and contingent coverage of Jones Act (marine Employers Liability) in compliance with federal statutes or proof of exemption. The Consultant shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier.

(b) **Comprehensive General Liability:** Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence to include coverage for Products and Completed Operations, Personal Injury, Contractual Liability, and Errors and Omissions incurred under this Contract.

(c) **Automobile Liability**: including coverage for bodily injury and property damage for all owned, hired and non-owned automobiles with limits of not less than $1,000,000 combined single limit per accident.
(d) **Professional Liability Insurance:** For errors and omissions in the amounts of $2,000,000 per claim.
(e) **Insurance Certificates:** Prior to the commencement of any work, the Consultant shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County.

The Automobile Liability and General Liability policies shall provide that the County be endorsed as an Additional Insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida

SECTION 27 - ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

SECTION 28 - GOVERNING LAW

This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

SECTION 29 - COMPLIANCE WITH STATUTES

It shall be the Consultant's responsibility to be aware of and comply with all federal, state and local laws.

SECTION 30 – VENUE AND WAIVER OF JURY TRIAL

Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

SECTION 31 - INDEPENDENT CONSULTANT

The Consultant shall perform the services under this Contract as an independent Consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be the agent, employee or representative of the County.

SECTION 32 - Employment Eligibility Verification (E-Verify)

(a)The Consultant:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify Program.

(b) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

(c) A Consultant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Consultant hires or employs a person who is not eligible for employment.

(d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION 33 - SCRUTINIZED COMPANIES

The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

If this Contract is for more than one million dollars, the Consultant further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

SECTION 34 - PUBLIC RECORDS ACCESS

(a) The Consultant shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. The Consultant shall keep and maintain public records required by the County to perform the services under this Contract.

(b) This Contract may be unilaterally canceled by the County for refusal by the Consultant to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Consultant in conjunction with this Consultant and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(c) If the Consultant meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the County's custodian of public records, the Consultant shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. The Consultant shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

iv. Upon completion of the Contract, the Consultant shall transfer, at no cost to the County, all public records in possession of Consultant or keep and maintain public records required by the County to perform the services under this Contract. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential

and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

(d) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MARY BLAKELY AT 321-633-2016 MARY.BLAKELY@BREVARDFL.GOV or at the mailing address below:

Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-219
Melbourne, FL 3294017.

SECTION 35 - RIGHT TO AUDIT RECORDS

In performance of this Contract, the Consultant shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Consultant for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

SECTION 36 - UNAUTHORIZED ALIEN WORKERS

Brevard County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

SECTION 37 - FEDERAL TAX ID NUMBER

The Consultant shall provide to the County their Federal Tax ID Number or, if the Consultant is a sole proprietor, a Social Security Number.

SECTION 38 - EMPLOYMENT

The Consultant shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

SECTION 39 - PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION 40 - CONSTRUCTION OF CONTRACT

The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 41 - NOTICE

Notice under this Contract shall be given by certified mail or hand delivery as follows:

Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-219
Viera, FL 32940

and Notice shall be given to the Consultant by certified mail or hand delivery as follows:

Claudia M. Listopad, Ph.D., GISP

780 S. Apollo Blvd. Suite 220

Melbourne, FL 32901

SECTION 42 - SURVIVABILITY:

Consultant's obligations pursuant to Sections 4a, 16, 21, 23, 24, 27, 28, 30, 34 and 35 shall survive the termination or expiration of this Contract, and said paragraphs shall remain in full force and effect notwithstanding such termination or expiration.

SECTION 43 - USE BY OTHER GOVERNMENTAL ORGANIZATIONS:

Should another governmental organization in the State of Florida desire one or more of the herein described services through the cooperative use of this Contract, the Consultant may provide such service(s) to such organization for the same fees outlined in this Contract. Notwithstanding any provision to the contrary, the County shall not be responsible for the provision of staff or the costs of such services. Any other governmental organization shall be responsible for execution of its own requirements with the Consultant. Such cooperative use of this Contract by another governmental agency shall not be entered into without written consent of the.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its duly authorized representatives, effective as of the date of the last signature below.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager

Date signed: 2/4/25

As approved by Board on: 8/28/2024

Reviewed for legal form and content by:

_____
Heather Balser, Assistant County Attorney

CONSULTANT

By: _____
Signature

Date: 01/15/2025

Claudia M. Listoped, President
Name & Title, Typed or Printed

Applied Ecology Inc.
Name of Company, Corp., etc.

780 S. Apollo Blvd, Suite 220
Mailing Address

Melbourne, FL 32901
City, State, Zip

321-499-3336
Area Code/Telephone Number

SEAL

ATTEST: _____
Signature

Stacie Webug Notary
Name & Title, Type

STACIE I. WEBURG
MY COMMISSION #HH137659
EXPIRES: JUN 03, 2025
Bonded through 1st State Insurance

EXHIBIT B

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, *(firm name)* Applied Ecology, Inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for CONTINUING ENGINEERING SERVICES- *(project title)* to be provided under this, concerning *(firm name)* Applied Ecology, Inc. are accurate, complete and current as of the time of contracting.

CONSULTANT:

Company:
Applied Ecology, Inc.

By:

Print Name
Claudia Listopad, Ph.D, GISP

Title:
President

Date:
01/15/2025

EXHIBIT D DELIVERABLE

FORMATS

Approved Hard Copy Formats for Deliverables

Deliverable	Acceptable Formats
Spreadsheets, Databases, & Misc. Documents	8.5"x11", 8.5"x14", and/or 11"x17"
Signed & Sealed Plans and Reports	8.5"x11", 8.5"x14", 11"x17", and/or 24"x36"
Hydrologic Models*	8.5"x11", 8.5"x14", and/or 11"x17"
Plans, Maps, and GIS Maps & Models	11"x17" and/or 24"x36"
Photographs, raster images, etc.	8.5"x11", 8.5"x14", 11"x17", and/or 24"x36"

* A hard copy of all input data as well as relevant output data shall be included in final submittals.

Approved Digital Formats for Deliverables

Deliverable	Acceptable Formats
Spreadsheets, Databases, & Misc. Documents	Standard Microsoft© Office**
Signed & Sealed Plans and Reports	PDF**
Reports	Searchable PDF**
Plans and Maps	Base Version AutoCad© (layers shall be named in a representative fashion, not numbered).
GIS Maps & Models	Shapefiles and/or standard ESRI© format.
Photographs, raster images, etc.	TIFF, JPEG at not less than 400 dpi at the planned print size unless the original is at a lower resolution. Exception: Photographs embedded in reports may be at 300 dpi**
Scanned Documents and Images	PDF or TIFF – not less than 400 dpi and in color unless original is black and white**

* Alternative modeling formats may be approved on a case-by-case basis if sufficient cause can be shown for modification of the County standard. However, the burden shall be on the Consultant to show that the benefit outweighs the cost of not using a model which may be combined with other County models.

** All documents provided in digital format must comply with Sec 508 of the Rehabilitation Act and Sec 255 of the Communication Act.

Additional Requirements:

(1) All files must be unlocked and without password requirements.
(2) All linked document, shape files, raster images, drawings, databases, etc. shall accompany the deliverables.
(3) All supporting plans, maps, models, and spreadsheets, shall be included in the deliverables submitted to the County.
(4) All linked and supporting documentation shall meet the same deliverable requirements as the primary deliverable.
(5) In the event program extensions are utilized to produce the major deliverable, those program extensions shall be provided to the County.
(6) Elevations shall be in the NAVD '88 datum.
(7) Horizontal coordinates shall be NAD '83.

EXHIBIT E

CONSULTANT EVALUATION FORMS

POST PROJECT CONSULTANT EVALUATION
DESIGN/ASSESSMENT PHASE (I)

This evaluation form shall be utilized as a performance evaluation (Project Design/Assessment Phase) for an architect, engineer, consultant, or surveyor acquired through the Competitive Consultants Negotiations Act, Florida Statutes 287.055.

1. Immediately after a project Phase is completed (no later than 30 days), key people from the County's staff independently complete this evaluation form, then meet to discuss and reach a consensus on a composite evaluation.
2. When a consensus is achieved, a copy of the evaluation is sent to the Consultant and a meeting scheduled with him, if needed, to discuss the various points of the evaluation.
3. This discussion must be candid and without rancor. The County must be open to allowing the Consultant to explain extenuating circumstances which may have contributed to any apparent poor showing. Similarly, the Consultant must accept responsibility if the services provided fell short in any areas.
4. Subject to any changes, the evaluation form is signed in the space provided for the County.
5. A copy is given to the Consultant, a copy is placed in the County's project file, and a copy is forwarded to the Purchasing Services office for corporate retention.

Name of Consultant _____

Project Name _____ Project # _____

Project Location _____

#	Criteria	Excellent	Good	Fair	Poor
1	Did the Consultant meet or exceed major desired schedule milestones in the Contract?	1	2	3	4
2	Did the Consultant design/assessment provided had a realistic budget and was the budget met?	1	2	3	4
3	How would you rate the overall performance of the Consultant in regard to the Design/Assessment Phase (includes Project Design Development, Assessment Documents), and the interface and understanding of the customer's requirements and project goals and objectives?	1	2	3	4
4	Were staff requests/changes/comments/direction, expeditiously followed and adequately addressed?	1	2	3	4
5	What was your general impression as to the quality of the drawings & specifications,	1	2	3	4

#	Criteria	Excellent	Good	Fair	Poor
	reports/assessments, if applicable? (Include errors & omissions, details, completeness, clarity of conclusions and recommendations.)				
6	What is your general impression as to the talent of this firm and its consultants? What is your impression of the documentation prepared by the firm?	1	2	3	4
8	What is your general overall impression of the Consultant's ability to perform on similar projects that have a tight budget and tight schedule?	1	2	3	4
9	Would you hire this firm again or recommend this firm to others?	1	2	3	4
10	Did the Consultant assign the people to your project who were named in the project team?	1	2	3	4

COMMENTS:

_____

_____

_____

_____

_____

_____

Project Manager Signature: _____ Date: _____

Department/Office Director Signature _____ Date: _____

POST PROJECT CONSULTANT EVALUATION
CONSTRUCTION PHASE (II)

This evaluation form shall be utilized as a performance evaluation (Construction Phase) for an architect, engineer, or surveyor acquired through the Competitive Consultants Negotiations Act, Florida Statutes 287.055.

1. Immediately after a project Phase is completed (no later than 30 days) key people from the Owner's staff independently complete this evaluation form, then meet to discuss and reach a consensus on a composite evaluation.
2. When a consensus is achieved, a copy of the evaluation is sent to the Consultant and a meeting scheduled with him, if needed, to discuss the various points of the evaluation.
3. This discussion must be candid and without rancor. The Owner must be open to allowing the Consultant to explain extenuating circumstances which may have contributed to any apparent poor showing. Similarly, the Consultant must accept responsibility if his services fell short in any areas.
4. Subject to any changes, the evaluation form is signed in the space provided for the Owner.
5. A copy is given to the Consultant, a copy is placed in the Owner's project file, and a copy is forwarded to the Purchasing Services office for corporate retention.

Name of Consultant _____

Project Name _____ Project # _____

Project Location _____

#	Criteria	Excellent	Good	Fair	Poor
1	How would you rate the overall performance of the Consultant in regard to Bidding and overall Construction Administration Phase?	1	2	3	4
2	Were you satisfied with field observation and inspections provided by the Consultant? Were field problems identified and handled expeditiously?	1	2	3	4
3	Was there any evidence of material substitutions beyond those called for in the specifications? If an "approved equal" was accepted, was a credit passed on to the Owner?	1	2	3	4
4	What was your general impression as to the quality of the drawings & specifications, if applicable? Include errors & omissions, drawing detail clarity and specification clarity.	1	2	3	4

#	Criteria	Excellent	Good	Fair	Poor
5	Were shop drawings reviewed expeditiously and completely? Any problems or commendations you can cite?	1	2	3	4
6	Now that you have had some experience with the project, does its operation and use meet your original expectations before it was designed and constructed? What do you like about the project? What would you change if you could?	1	2	3	4
8	What is your general overall impression of the Consultant's ability to perform on major programs that have a tight budget and tight schedule?	1	2	3	4

COMMENTS:

_____

_____

_____

_____

_____

_____

Project Manager Signature: _____ Date: _____

Department/Office Director Signature _____ Date: _____

CONSULTANT'S PERFORMANCE EVALUATION

Date of Evaluation: _____

Company Name:	**Project Name:**
Address:	**Location:**
Telephone No:	
Facsimile No:	**Project Architect:**

Project Manager:	**Original Contract Amount:**
Project Supt:	**Change Order Amount:**
Original Contract Duration:	**Final Contract Amount:**
Final Contract Duration:	
Contractual Date of Substantial Completion:	
Actual Date of Substantial Completion:	
Contractual Date of Final Completion:	
Actual Date of Final Completion:	
Scope of Work: (systems, structure, square footage, etc.)	

5=Excellent 4=Good 3=Average 2=Below Avg 1=Unacceptable

Criteria	5	4	3	2	1
Substantial Completion - Ahead/Behind Schedule ± _____ (calendar days)					
Final Completion - Ahead/Behind Schedule ± _____ (calendar days)					
As-Built Documents: a) Quality					
b) Timeliness in relationship to Substantial Completion ± _____ (calendar days)					
Owner/Maintenance Manuals: a) Quality					
b) Timeliness in relationship to Substantial Completion ± _____ (calendar days)					
Punch List: Timeliness of Substantial Completion ± __ (calendar days)					

Criteria	5	4	3	2	1
Quality of Work (based upon deficiencies during construction & punch list)					
Change Orders: a) Timeliness of Pricing					
b) Timeliness of Execution					
c) Quality/Detail of Pricing					
d) Claims (Quantity)					
Payments: a) Timeliness of Submission					
b) Invoicing/Waiver Processing					
c) Payments to Suppliers (partial Release of Liens)					
d) Payment Claims from Suppliers (final Release of Liens)					
Conformance to Plans and Specifications					
Conformance to Plans and Specifications					
Project Supervision					
Housekeeping					
Safety					
Code Compliance (red tags)					
Timeliness of Correspondence and Response to Notice					

Special Problems and/or Comments:
Would you recommend using this Company again? If no, why?

Name & Title of person performing this Evaluation:

_____ Name

_____ Title

Signature of person performing this Evaluation:

Department/Division Director's Signature:

EXHIBIT F

BILLING RATE SCHEDULE

The Consultant and the County agree to the Billing Rate Schedule below, for the job category and services listed. As stated in this Contract, specific project engagements will be provided in a Task Order issued the County to the Consultant. The parties agree that fees and rates shall not exceed those listed below.

The maximum hourly rate the Consultant may charge is as follows:

POSITION	HOURLY RATE
Principal	$210.11
Project Manager	$191.01
Assistant Project Manager	$165.87
Engineer I	$106.81
Engineer II	$138.23
Engineer III	$150.79
Staff Professional	$129.00
Senior CADD Analyst	$133.51
CADD Technician	$106.81
Senior GIS Analyst	$149.71
GIS Technician	$102.08
Hydrographic Survey Crew 2 person	$314.49
Hydrographic Survey Crew 3 person	$415.00
Survey Crew 2 person	$275.00
Survey Crew 3 person	$393.84
Senior Environmental Scientist	$150.79
Junior Environmental Scientist	$94.25
Scientific Field Technician	$81.74
Construction Administrator	$152.00
Construction Inspector	$95.00
Field Crew 2 person	$232.49
Field Crew 3 person	$314.27
Administrative Support	$65.70
Expert Testimony	$305.00
Grant Coordinator	$138.23

COMPOSITE EXHIBIT G

BREVARD COUNTY POLICY BCC-29 TRAVEL

AND

BREVARD COUNTY ADMINISTRATIVE ORDER AO-21 TRAVEL

BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-29**
CANCELS	**09/16/2014**
APPROVED:	**10/10/2017**
ORIGINATOR:	**County Manager**
REVIEW:	**10/10/2020**

TITLE: TRAVEL

I. OBJECTIVE

To prescribe Board policy for the reimbursement of authorized travelers' expenses incurred during the performance of their official duties.

II. DEFINITIONS AND REFERENCES

A. Section 112.061, Florida Statutes - Per diem and traveling expenses of public officers, employees, and authorized persons.

B. Administrative Order AO-21, Travel

III DIRECTIVES

A. Travel reimbursement criteria shall be in accordance with Section 112.061, Florida Statutes.

B. Monthly allowances for travel in fixed amounts must be approved by the Board of County Commissioners.

C. Pursuant to the Board's adoption of Ordinance 2017-21, Code of Ordinances of Brevard County, all commissioners shall be subject to the travel procedures outlined in Brevard County Administrative Order 21 (AO-21). See Section 8 of Ordinance 2017-21.

IV. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners.

Curt Smith, Chairman
Approved by the Board on 10/10/2017

ATTEST:
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS

ADMINISTRATIVE ORDER

Title: TRAVEL

Number:	AO-21
Cancels:	10/24/2017
Approved:	06/12/2018
Originator:	County Manager
Review:	06/12/2021

I. PURPOSE AND SCOPE

To implement Board Policy BCC-29 and provide instructions for a traveler's reimbursement of expenses incurred during authorized travel on County business and provide instructions for processing the reimbursement of expenses.

II. DEFINITIONS

A. Appointing Authority – County Officer, County Manager, Assistant County Manager, Department and Office Directors.

B. Authorized Representative – A person, other than a County officer or employee, authorized by the Board of County Commissioners or the County Manager to contribute time and services as a consultant or as a candidate for an executive or professional position.

C. Class A Travel – Continuous travel of 24 hours or more away from official headquarters.

D. Class B Travel – Continuous travel of less than 24 hours which requires overnight absence from official headquarters.

E. Class C Travel – Short or day trips where the traveler is not away from his/her or her official headquarters overnight.

F. Common Carrier – Train, bus, commercial airlines, or rental cars of an established rental car firm.

G. County Officer – Elected or appointed by the Governor to hold the office of County Commissioner for Brevard County.

H. Official Headquarters – The city or town in which the individual's office is

located. In the event a person is located in the field, the official headquarters is the city or town designated by the agency nearest to the area where the majority of the official business is conducted.

I. Traveler – A County officer, employee or other authorized representative on official County Business.

III. REFERENCES

A. Section 112.061, Florida Statutes – Per Diem and traveling expenses of public officers, employees and authorized persons.

B. Section 1-138, Code of Laws and Ordinances, Brevard County, Florida - Brevard County Merit System Rules and Regulations – Board personnel rules and regulations.

C. Code of Ordinances 2017-21, Section 8 providing approval process for use of county funds for out-of-state travel; that County Commissioners are subject to the County's Administrative Order, Travel AO-21.

D. Policy BCC-29, Travel

E. Form BCC-7, Travel Expense Report (TER)

F. Form BCC-8, Travel Request

IV. TRANSPORTATION REQUIREMENTS

A. MODE DETERMINATION

The most economical method of travel shall be used for each trip. The conditions, which shall determine the method of travel, include the nature of business, value of time of the traveler, impact of productivity of the traveler, cost of transportation and per diem or subsistence required, the number of travelers, and amount of equipment or material to be transported.

B. ROUTES OF TRAVEL

All travel must be by a usually traveled route. Any extra costs incurred by a traveler using an indirect route for his/her own convenience shall be the responsibility of the traveler.

C. ALLOWABLE METHODS

1. Common Carrier

a. An airplane ticket for authorized travel is authorized at the lowest available (coach) rate, taking advantage of early reservation discounts wherever possible. The purchase of a ticket through a

travel agent shall be deemed to be at the lowest available rate, and includes reimbursement of any associated service fees.

b. Car rentals available through State contract may be arranged in advance. Travelers should contact Central Services for specific details and necessary forms.

2. County Vehicles

a. Requests for use of a County vehicle for Class A and B travel shall require approval of the Appointing Authority or designee, in the absence of the Appointing Authority, and will include written justification. County vehicles specially designed and equipped to perform a public service such as emergency response or large vehicles shall travel outside Brevard County only when providing a service within the scope of their purpose.

b. When more than one traveler is scheduled to travel from one location to the same destination, only one vehicle, when practical, shall be authorized.

c. Employees are encouraged to contact Central Fleet for the use of a pool vehicle.

3. Privately Owned Vehicles

a. Privately owned vehicles may be utilized for official business, if authorized by the responsible Appointing Authority.

V. PER DIEM AND SUBSISTENCE

A. APPROVAL TO INCUR CLASS A AND B TRAVEL

Class A and B travel, not approved by the Board as part of the annual budget or travel that exceeds the Board's approved budget amount by more than 20 percent, shall be approved by Board prior to travel. A completed Travel Request form with written justification must be submitted and approved by the County Manager or designee. The County Manager will process the request for Board approval through the Bill Folder.

However, if the departure date is prior to the next regularly scheduled Board Meeting, the County Manager may approve the travel if the trip is determined to be in the best interest of the County. The County Manager will process for subsequent Board approval through the Bill Folder.

Travel approved by the Board as part of the annual budget approval process does not require subsequent Board approval or approval by the County Manager. A completed Travel Request form with written justification must be submitted and approved by the Appointing Authority or designee, in the

absence of the Appointing Authority. Copy of A and B summary must accompany Travel Request form and be clearly marked which trip department is using.

Class A and B travel approved by the Board as part of the annual budget process requires submittal to the County Manager or designee who shall submit to County Finance for approval/payment if:

1. Travel approved in budget is being substituted by travel that was not included in the budget approval process, or
2. When a trip is classified as Class C, but the employee chooses to stay overnight at their own expense it becomes A and B travel, or
3. A County Commissioner's or their Office staff travel.

The County Manager may approve advance payment or reimbursement of Class A, B, and C travel expenses for employment candidates, recommended by an Appointing Authority.

Class A and B travel must be submitted on a Travel Request Form any time an employee is on official business. All Travel Request Forms must be submitted to the Finance Department prior to start of travel regardless if advances are requested.

B. APPROVAL TO INCUR CLASS C TRAVEL

All Travel Expense Reports for Class C travel shall be approved by the Appointing Authority or designee with require receipts and submitted to the Finance Department.

Travel Expense Reports for Class C travel for a County Commissioner or their staff shall be submitted to the County Manager or designee along with required receipts and who shall submit to the Finance Department.

C. ELIGIBILITY CRITERIA

Class A and B travel shall include any assignment on official business away from the traveler's official headquarters when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved. The time, for purposes of reimbursement, is calculated as follows:

1. The travel day for Class A travel shall be a calendar day beginning at midnight and consisting of four 6-hour quarters. Per Diem will not be paid for any quarter unless a traveler departs on or before midpoint of the quarter or returns on or after midpoint of the quarter.

2. The travel for Class B is based on 6-hour cycles beginning at the hour of departure and ending at the hour of return. The "Midpoint" references for Class A travel controls the per diem on the return 6-hour cycle.

D. RATES OF REIMBURSEMENT

Class A and B travelers, when traveling within or outside the State to conduct official business, may select either of the following options for reimbursement.

1. Per Diem allowed up to $80 for a 24-hour period. This includes lodging and meals only.

2. Lodging at the actual cost for lowest available single occupancy room rate to be substantiated by paid bills.

3. Every attempt should be made to reduce the cost of lodging, such as requesting the government rate, membership, or conference discounts, room sharing when appropriate, etc. Receipts are not required to be submitted for the employee to receive reimbursement for meals in an amount not to exceed the following rates for authorized meals:

   a) Breakfast - $6.00 is authorized when a traveler is on travel status prior to 6:00 a.m. and extending beyond 8:00 a.m.
   b) Lunch - $11.00 is authorized when a traveler is on travel status prior to 12:00 noon and extending beyond 2:00 p.m.
   c) Dinner - $19.00 is authorized when a traveler is on travel status prior to 6:00 p.m. and extending beyond 8:00 p.m.

Meals for Class C travelers may be reimbursable at authorized rates specified in IV.D.1 when the meal is integrally associated with the Class C travel requirement and is clearly considered to be a public purpose. Class C Meals consumed within the boundaries of Brevard County will not routinely be eligible for reimbursement unless the employee is restricted in meal options and incurs an involuntary financial hardship.

Travel Expense Reports, which include Class C meals, must have authorization from the Appointing Authority or designee, in the absence of the Appointing Authority, before they are submitted to the Finance Department for processing.

Class C meals are subject to Federal and employment taxes and shall be reported on the employee's W-2 form as taxable income.

An individual who claims Class C meals within the scope of their official duties and the travel is not related to a registration does not need does not need to complete a Travel Request. The Appointing Authority will be responsible for ensuring that employees comply with this procedure.

E. MONETARY ADVANCES PRIOR TO TRAVEL

Monetary advances may be granted if absolutely necessary. The requirements for processing monetary advances are as follows:

1. A properly approved Travel Request form must be received in the Finance Department at least fifteen (15) working days prior to when the warrant (check) is required;

2. Travel advances to the traveler will only be issued upon request and generally only if estimated expenses (i.e. meals, tolls, parking, mileage, etc.) exceed $100.00. The advance and determination of the actual amount must be approved by the Appointing Authority or designee, in the absence of the Appointing Authority.

3. If an advance is granted, the traveler must submit the Travel Expense Report within ten (10) working days of the scheduled return date. Failure to file a Travel Expense Report within 10 days following the traveler's return results in notification to the employee's Appointing Authority of the delinquency. If, after 20 days following the traveler's return, the Travel Expense has not been submitted, notification will be made to the County Manager or designee who may suspend travel advance privileges for the entire Department/Office until such time that a proper Travel Expense Report if received.

4. The traveler is responsible for returning any overpayment of monetary advances, if applicable, within ten (10) working days following the return date.

F. ADVANCE PAYMENTS

1. If advance payment for a registration fee or lodging expenses is required, all pertinent information (i.e., required payment date, name and address for submittal of advance payment and room rate) shall be inserted in the Travel Request Form, and supporting documentation provided, including a copy of the hotel confirmation.

2. All requests for advances must be received in the Finance Department fifteen (15) working days prior to when warrant (check) is required.

3. If the Travel Request is not submitted in time (15 working days prior to the deadline) to take advantage of any early registration discounts, the late registration amount will be paid, unless the Department/Office indicates on the Travel Request that the vendor will accept the lower amount.

4. It is the responsibility of the individual and department to obtain a refund (from agents, airlines, etc.) for all pre-payments and advances for airline, registration, etc., if the trip is canceled. All refunds must be

forwarded to the Finance Department after receipt.

5. If an advance payment is granted, the traveler must submit the Travel Expense within ten (10) working days of the return date.

6. Purchasing Card – Individuals are required to have an approved Travel Request prior to using the purchasing card for travel expenses (registration, lodging, airline, etc.). Authorization to purchase meals during Class A and B travel must have prior approval of the County Manager or designee. Meals during Class C travel should not be placed on the purchasing card. If purchasing card is used a copy of the approved Travel Request must accompany the purchasing card reconciliation report when submitted to Finance.

V. TRAVELERS EXPENSE REIMBURSEMENT REQUIREMENTS

A. All requests for reimbursement of travel expenses must be itemized on the Travel Expense Report (BCC-7). For Class A and B this would include all advance payments. All expenses charged on the purchasing card must be listed on the TER. Class A or B Travel reimbursement requests must be submitted on a separate BCC-7 form (i.e., Class A and B travel may not be commingled with Class C travel on any report).

B. All Travel Expense Reports shall be approved by the Appointing Authority or designee, in the absence of the Appointing Authority, and submitted to the Finance Department with required receipts. The authorizing signature cannot be a subordinate of the traveler. Class C travel should be submitted at least quarterly. All travel for the prior fiscal year should be submitted by the end of October to be charged properly.

C. The Finance Department will determine the accuracy of the report and will return any items that are determined to be ineligible in accordance with this Administrative Order to the Appointing Authority.

D. Specific instructions for completion of a Travel Expense Report for reimbursement consideration are provided below in subparagraphs 1 through 3 as follows:

1. Mileage for Privately-Owned Vehicle

a. Allowable mileage:

1) Only the mileage determined to be for official business is eligible for reimbursement. The rate of mileage reimbursement is tied to the annual Internal Revenue Service (IRS) mileage reimbursement rate. This rate is updated periodically by the IRS. The Finance Department will update the mileage reimburse rate on the "Travel Expense Report."

2) When an authorized person is required to report to an initial

work location other than their official work location, mileage is allowed only in an amount equal to the difference between the distance from residence to initial work site and the distance from residence to the official work location. If the distance to initial work location is less than the official distance traveled to authorized persons' official work location, then no mileage is allowed.

3) Mileage for travel to a residence from the last work location other than the official work location is allowed only in an amount equal to the difference between the distance from the last work location to residence and the distance from official work location to residence. If the distance from the last work location is less than the distance ordinarily traveled, then no reimbursement for mileage is allowable.

4) Those employees working on an emergency basis or special work assignment, as defined and approved by their Department or Office Director, shall be allowed mileage reimbursement when traveling from their residence to an assigned work or task location and when returning to their residence after completion of assignment.

b. An entry shall be listed for each point of origin to point of destination. Travelers shall indicate the city of origin/destination.

c. The specific purpose of every entry shall be stated.

d. If reimbursement is claimed for meals or per diem, the time of departure and return shall be shown.

e. In-County Mileage – Any mileage traveled within the County shall be shown in the "Map Mileage Claimed" column.

f. Out-of-County Mileage – Any mileage traveled to an out-of-County destination shall be shown in the "Map Mileage Claimed" column.

g. Traveler and Appointing Authority or designee, in the absence of the Appointing Authority, must sign certification statement on all Travel Expense Reports. The authorizing signature cannot be a subordinate of the traveler. Travel Expense Reports must be typed or completed in blue or black ink and legible.

h. A copy of a MapQuest (or similar service) printout verifying the miles of travel requested for reimbursement must be submitted with the travel expense report form as supporting

documentation. However, if there are locations frequently traveled, a mileage matrix may be developed to these locations and submitted to the Finance Department for approval. If the Finance Department approves the mileage matrix, a copy of matrix must be submitted with the travel expense report form as supporting documentation.

2. Incidental Expenses

   a. The following expenses shall be authorized for reimbursement when incurred while on travel status:
      1) Taxi and ferry fares
      2) Tolls
      3) Storage and parking fees
      4) Official communications
      5) Convention registration fees
      6) Fuel for County vehicle if County credit card is not used
      7) Private Cellular Telephone

   b. The amount and type of incidental expenses shall be listed on the report under the "Incidental Expenses" column.

   c. A substantiated paid receipt for each expense must accompany the report for reimbursement.

3. Class A and B Expenses

   a. The time of departure and time of return must be shown for all travel.

   b. If the travel is complimentary, the abbreviation "Comp" shall be inserted in the "Map Mileage Claimed" column.

   c. If a County vehicle is used for travel, "CV" shall be inserted in the "Map Mileage Claimed" column.

   d. If a common carrier is the mode of travel, the initial of the common carrier shall be inserted in the "Map Mileage Claimed" column. Receipts must accompany the report.

   e. If a private vehicle was used, the mileage must be shown on the report as specified for mileage for a privately owned automobile.

   f. If single occupancy lodging and meals, or per diem is claimed, the amounts claimed shall be itemized in the "Per Diem, Meals, Lodging" column. Itemized receipts for lodging (includes expenses paid in advance) must accompany each report for any Class A or B travel reimbursement.

E. FRAUDULENT CLAIMS

1. Any traveler requesting reimbursement for false or fraudulent travel expenses is subject to legal prosecution and/or discipline in accordance with the Brevard County Merit System rules and regulations.

2. All travelers requesting reimbursement shall certify that the statement of travel expenses are true and correct and incurred in the conduct of County business for a public purpose authorized by law.

3. Travel and/or reimbursement for the following are not authorized:
   a. Any meals or lodging included in a convention registration fee;
   b. Transportation or mileage when gratuitously transported or when transported by another traveler who is entitled to mileage or transportation;
   c. Expenses incurred using an indirect route for convenience of the traveler;
   d. Travel for the purpose of job placement activities;
   e. Expenses for tips.

4. Travel Requests submitted after the fact will be submitted to the Board for approval.

F. HOTEL ACCOMMODATIONS

1. Hotel name and daily rate along with a copy of the confirmation will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.

2. Only hotel rates that are considered as reasonable for the locale will be approved.

3. Any meals included with lodging fee will not be paid. This does not include meals such as a continental breakfast.

G. RENTAL CARS

1. Rental car requests, including car size, will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.

2. Rental car size will be dependent on the number of travelers utilizing the vehicle.
   a. One (1) to two (2) traveler(s) – compact car.
   b. Three (3) to four (4) travelers – mid-size car.
   c. Five (5) or more travelers – van.

H. TRAVEL REWARDS PROGRAMS

1. Frequent Flyer Miles (FFM) or hotel rewards received by employees in connection with official travel are due to the County and may not be retained by the employee. When traveling for County business and a travel rewards program is available, the employee shall sign up for the program to retain employee FFM and/or a company bonus program miles, or hotel credits to retain on behalf of the County.

2. The reward miles or credit shall be the property of the County both when the County directly pays for the travel or lodging and when the employee pays for the travel and lodging and is reimbursed by the County.

VI. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

Frank Abbate 6/12/18

Frank Abbate, County Manager Date

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 28, 2024

MEMORANDUM

'24 SEP 3 PM 4:25:34

TO: Kathy Wall, Central Services Director

RE: Item F.19., Permission to Issue Annual Supply Bids, Proposal, and Request for Qualifications or Negotiate Competitive Contracts for County Fiscal Year 2024-25

The Board of County Commissioners, in regular session on August 27, 2024, authorized you to coordinate the following procurement actions: (1) Solicit competitive bids or negotiated competitive contracts and award to lowest, most responsive, responsible, and most qualified vendor(s); (2) Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees' approval by the County Manager or designee, and award to the highest ranked proposer(s); (3) Exercise renewal options upon evaluation of the supplier's performance and recommendation from the user Department or Office; and (4) Authorize the County Manager to award and execute contracts, contract renewals, contract amendments, contract extensions, task orders, and purchase orders subject to review and approval of the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

cc: Finance
Budget

CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, June 9, 2026

AGENDA ITEM

Funding options for a separate Code Enforcement Official position (consensus item)

Cost: $30,134 (one-time purchase cost of additional truck)

Attachments: None

Staff Recommendation:

Consider reviewing options to fund a separate, full-time code enforcement position within the Fire Department and provide direction to staff, as requested by Council Member Nutt.

Background Information:

The City's code enforcement function has evolved over the past several years.

- Circa 2016, the Building Official handled code enforcement cases and other duties assigned.
- Circa 2017, the contract Fire Marshal position within the Building Department became responsible for the code enforcement function in addition to his fire marshal responsibilities.
- In 2022, the City hired a full-time Fire Marshal/Code Enforcement Official in the Building Department who continued the dual role.
- In 2025, the Fire Marshal/Code Enforcement Official position was transferred to the Fire Department.
- Recently, the position became vacant, and initial advertisements have not yielded the desired level of qualified candidates, in part due to the pay grade and the undesirable dual role of fire safety prevention and code enforcement.

Absent a structural change to the position, staff anticipates the need to readvertise the position with a hiring range well above the midpoint of the pay grade, similar to the former employee's compensation level.

At the May 26, 2026, City Council meeting, Council Member Nutt requested that an agenda item be placed on this meeting's agenda to explore options to separate the two roles and hire a full-time Fire Inspector and a full-time Code Enforcement Official. Costs and funding options are listed below:

Fire Department Salary and Benefits Savings/Costs	
Fire Marshall/Code Enforcement Official	(109,000)
Fire Inspector	102,000
Code Enforcement Official	76,500
Difference	69,500
Existing Budgetary Savings	
Savings from IT Support position	(15,700)
Saving from PD Detective retirement	(16,000)
Confirmed savings	(31,700)
Difference	**37,800**
Options to Fund the Difference	
Eliminate one part-time PW Maintenance position	(22,300)
Eliminate one PW Maintenance Specialist position	(59,300)
Eliminate shared Police Victim Advocate position	(44,150)
Eliminate one Police Officer position	(94,900)
Use of Fund Balance in FY27 and FY28	(37,800)

Additionally, if a new position is authorized, an additional vehicle will be required. If the Council so desires, the City Manager recommends the City purchase a 2026 Ford Ranger on a state contract for $30,134.00

While none of the options to fund the current budgetary difference are desirable, if the City Council desires to fund two separate positions, the City Manager recommends that the City Council use fund balance for FY27 and FY28 until recurring resources are available for the costs. If the City Council desires to eliminate one of the identified positions to fund the difference, the City Manager recommends doing so through attrition rather than laying off a current employee.