



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.2.

8/27/2024

### Subject:

Approval of Stormwater Program Interlocal Agreements with: Town of Melbourne Beach, City of Indian Harbour Beach and City of Satellite Beach

### Fiscal Impact:

FY 24/25 Expected Revenues \$15,739

- Melbourne Beach \$2,252
- Indian Harbour Beach \$6,134
- Satellite Beach \$7,353

### Dept/Office:

Natural Resources Management

### Requested Action:

It is requested that the Board: (1) Authorize the Chair to sign the Stormwater Program Interlocal Agreements with the Town of Melbourne Beach, City of Indian Harbour Beach, and the City of Satellite Beach, and (2) Delegate authority to the County Manager to sign future renewals and amendments for the Stormwater Program Interlocal Agreements.

### Summary Explanation and Background:

Since 2010, the Town of Melbourne Beach, City of Indian Harbour Beach, and City of Satellite Beach have each partnered with the County to share electronic data to enable the municipalities to prepare their annual Stormwater Utility Assessment Roll as required under the uniform method of collection in accordance with Section 197.3632, Florida Statutes.

The Interlocal Agreements (ILAs) are being updated to reflect current process requirements, as well as input received from the Tax Collector and Property Appraiser offices. Councils for each municipality have approved execution of these agreements. The updated ILAs will allow the County to continue administering and managing the shared electronic data view known as (STM\_Taxbill). The municipalities will be billed annually for the administration of (STM\_Taxbill). Administrative costs total approximately \$15,739 per year and vary annually based on parcel count of each municipality's adopted assessment roll. Costs for additional services will be based on hourly rates for staff time and expenses. Hourly administrative cost will be recalculated annually by adding the consumer price index to the base fee.

### Clerk to the Board Instructions:

Please return two original signed agreements for each Municipality to the Natural Resources Management Department.



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

**M E M O R A N D U M**

**TO:** Virginia Barker, Natural Resource Management Director

**RE:** Item F.2., Approval of Stormwater Program Interlocal Agreements with: Town of Melbourne Beach, City of Indian Harbour Beach, and City of Satellite Beach

The Board of County Commissioners, in regular session on August 27, 2024, approved and executed the Stormwater Program Interlocal Agreements with the Town of Melbourne Beach, City of Indian Harbour Beach, and the City of Satellite Beach; and delegated authority to the County Manager to sign future renewals and amendments for the Stormwater Program Interlocal Agreements. Enclosed are two copies each of the fully-executed Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/sm

Encls. (6)

cc: County Manager  
Budget  
Finance

**Interlocal Agreement**  
**Stormwater Utility Assessment Roll**

**This Interlocal Agreement**, entered into on the date of the last signature below, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political Subdivision of the State of Florida, hereinafter referred to as the "County", and THE TOWN OF MELBOURNE BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "Municipality".

**WITNESSETH:**

**WHEREAS**, the Municipality has adopted the uniform method for the levy, collection, and enforcement of the Municipalities annual Stormwater Utility Assessment under Section 197.3632, Florida Statutes, and the Municipality's Code of Ordinance.

**WHEREAS**, the Municipality has requested the County provide the Municipality the necessary information to enable the Municipality to prepare the Municipality's annual Stormwater Utility Assessment Roll; and

**WHEREAS**, the County is willing to assist the Municipality in providing the requested information; and

**WHEREAS**, the parties agree that the County will include the Municipality's Stormwater Utility Assessment Roll with the County's annual Stormwater Utility Assessment Roll when that is provided to the Property Appraiser's Office.

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

**SECTION 1. RECITALS AND STATUTORY AUTHORITY**

The above recitals are true and correct and are incorporated into this agreement. This agreement is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. The parties are authorized to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them.

**SECTION 2. SERVICES**

1. The County will include the Municipality's stormwater assessment billing amounts with its data that is transmitted to the Property Appraiser's office.
2. All calculation formulas and billing classifications are detailed in Exhibit 1 attached, as may be amended.
3. If a Municipality intends to enact a stormwater ERU fee increase for the upcoming fiscal year or change the process of providing the electronic roll to the Property Appraiser, the Municipality shall notify the County of its intent by March 31. The Municipality shall be responsible for all public notices required pursuant to Florida Statute.
4. A listing of the Municipality's stormwater assessments in account order (SAM), will be provided to the Municipality by July 1 of each year.
5. A listing of use codes and description by bill class called "SAM Use Code List" will be provided to the Municipality by July 1 of each year.
6. The Property Appraiser implements land use codes established by the State of Florida Department of Revenue. Use codes may be added, deleted, or combined from time to time

- as necessary. Any future changes in use codes made within the Property Appraiser's database will be incorporated into these tables, as deemed essential by the County.
7. If the Municipality enacts a stormwater ERU fee increase for the upcoming fiscal year, such clerk memorandum memorializing the enacted fee increase shall be provided to the County by August 30.
  8. The non-ad valorem stormwater assessment fee is reliant upon current land use code listing. The Municipality must follow the County's stormwater assessment methodology pursuant to Exhibit 1.
  9. The County will notify the Municipality if Exhibit 1 is amended within 60 days of the date of amendment.
  10. Both Parties recognize that the Property Appraiser may make changes to the property data between the time the SAM Assessment Roll is provided, and the final tax bills are created, which will likely create differences. If the Municipality desires a variance report and/or details, the Municipality shall contact the Property Appraiser's Office.
  11. The Municipality shall provide a certified copy of their adopted stormwater assessment resolution as well as their Certificate to Non-Ad Valorem Assessment Roll (Form DR-408A, as may be amended) to the Tax Collector's Office, Property Appraiser's Office, and the County by August 30 of each year. Failure by the Municipality to provide such resolution and certification to the County by August 30 shall result in the County's inability to include the Municipality's stormwater assessment billing data in the year's SAM - Tax bill file transmitted to the Property Appraiser's Office.
  12. Per F.S. 197.3632(5)(a), the County will provide certification of the non-ad valorem assessment rolls on compatible electronic medium to the Tax Collector on or before September 15.

### **SECTION 3. ADMINISTRATIVE COSTS**

The Municipality will pay the County an annual amount of \$\$1.40 per billed property for administrative services provided by the County. The per billed property rate will be adjusted in January of each year based on the annual change in Consumer Price Index for All Urban Consumers (CPI-U). Invoicing for the County's services will be on a yearly basis. As used in this Interlocal Agreement, the term "administrative costs" shall refer to costs incurred for the services outlined in this Interlocal Agreement.

The Municipality will pay direct labor and related costs incurred by the County for special services pre-approved in scope and budget by the Municipality. These services shall include but are not limited to the coordination and documentation required for the Municipality's potential future Stormwater Fee increases. Costs for these services shall be charged an hourly rate, to be submitted to and approved by the Municipality, and shall also include associated costs of supplies and expenses, and capital equipment. The County will maintain appropriate records in a format acceptable to the Municipality to support these charges. In the event of a disagreement by the Municipality and County, the Municipality Manager and the County Manager shall meet and resolve the disagreement.

### **SECTION 4. REMITTANCE OF ADMINISTRATIVE COSTS**

Administrative costs will be billed yearly and shall be processed for payment within thirty (30) days of receipt of invoice, except as otherwise provided in Section 3.

### **SECTION 5. REPRESENTATIONS OF THE MUNICIPALITY**

The Municipality makes the following representations to the County:

- a) The Municipality is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b) The Municipality has the power, authority and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by the Municipality (i) has been duly authorized by the Town Council of Melbourne Beach; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Municipality, except as otherwise provided herein.
- c) The Municipality has complied with all applicable Florida Statutes, local laws, or other laws and regulations which affect the collection of non-ad valorem assessments using the uniform method of collecting such assessment on the tax bill. None of the terms or conditions contained within this Interlocal Agreement shall be interpreted or construed to create any duty by the County owed to the Municipality to assure compliance with such regulations.

#### **SECTION 6. REPRESENTATION OF THE COUNTY**

The County makes the following representations to the Town of Melbourne Beach:

- a) The County is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b) The County has the power, authority and legal right to enter into this Interlocal Agreement and provide the services requested by the Municipality. The execution, delivery and performance hereof by the County (i) has been duly authorized by the Board of County Commissioners of Brevard County; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security interest upon the assets of the County, except as otherwise provided herein.

#### **SECTION 7. RECORDS REVIEW**

It is hereby specifically agreed that any record, document, computerized information and program audio or video tape, photograph, or other writing relating to this Interlocal Agreement shall be deemed to be a "Public Record," whether in the possession or control of one of its consultants, as defined in Section 119.011, Florida Statutes. Said record, document computerized information and program, audio or videotape, photograph, or other writing shall be subject to the provisions of Chapter 119, Florida Statutes. Upon request by the Municipality and without posing an exemption to the Municipality's rights set forth in Section 119.07(1) , Florida Statutes, the County shall permit inspection of the foregoing public records by the Municipality and the Municipality may obtain copies of said public records. All books, cards, registers, receipts, documents and other papers in connection with this Interlocal Agreement shall at any and all reasonable times during the normal working hours of the County be open and freely exhibited by the County for the purpose of examination and/or audit by the Municipality.

**SECTION 8. SEVERABILITY**

If any part of this Interlocal Agreement is found invalid, unconstitutional or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This Interlocal Agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

**SECTION 9. ENTIRETY**

This Interlocal Agreement, including exhibits, if any, represents the understanding and agreement of the parties in its entirety as to the preparation of the information for the Property Appraiser. There shall be no amendments to this Interlocal Agreement unless such amendments are in writing, signed by all the parties and filed with the Brevard County Clerk of the Circuit Court. The parties recognize there may be other interlocal agreements between them relating to other services and issues.

**SECTION 10. Effective Date**

Upon execution of this Interlocal Agreement by both parties, the County will record the fully executed original of this Interlocal Agreement with the Clerk of the Court, supplying the Municipality with a recorded copy of the fully executed Interlocal Agreement.

**SECTION 11. Termination**

This Interlocal Agreement shall terminate on the earlier of any of the following:

- a) The consent of all parties hereto to terminate this Interlocal Agreement. Either the Municipality or County may serve written notice to the other party to terminate the Interlocal Agreement upon not less than one hundred twenty (120) days' notice. Should termination of the Interlocal Agreement occur within less than one hundred and twenty (120) days' notice, the Municipality shall be responsible for all outstanding costs as permitted by this Interlocal Agreement; or
- b) A change in Florida Law which renders this Interlocal Agreement void.

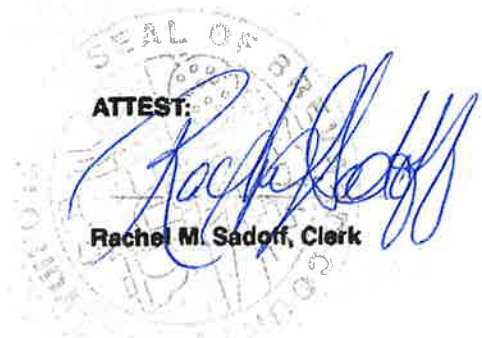
**SECTION 12. LIABILITIES**

Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as a waiver of Sovereign Immunity by either party.

**SECTION 13. Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial**

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement. Venue shall be in Brevard County. In the event of any legal action to enforce the terms of this Interlocal Agreement, each party shall bear his own attorney's fees and costs and ANY TRIAL SHALL BE NON-JURY.

**IN WITNESS THEREOF**, the parties have hereunto set their hands and seals effective on the date of the last signature.



ATTEST:

Rachel M. Sadoff, Clerk

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

Handwritten signature of Jason Steele in blue ink.

Jason Steele Chair  
approved by the Board on AUG 27 2024

( as

ATTEST:

Handwritten signature of Amber B. in blue ink.  
Town Clerk

**TOWN OF MELBOURNE BEACH**

Handwritten signature of Elizabeth Mascaro in blue ink.

Elizabeth Mascaro, Town Manager  
( As approved by the Town Council on 7/17/24 )

Reviewed for Legal form and content:

Handwritten signature of Heather A. B. in blue ink.  
Assistant County BOCC AttorneyHandwritten signature of Ryan Knight in blue ink.  
Town Attorney

**EXHIBIT 1**  
**SCHEDULE OF ANNUAL STORMWATER UTILITY ASSESSMENT**  
**BILLING CLASSIFICATIONS AND CALCULATION FORMULAS**  
**EFFECTIVE OCTOBER 1, 2024**

Billing Classification Category Letter/Name	Billing Classification Description
(A) Agricultural (same as vacant altered)	Any property used for commercial Agricultural pursuits and designated commercial Agricultural on Brevard County Property Appraiser records. <i>*Note: Commercial Agricultural properties inside Unincorporated Brevard are exempt from stormwater assessment/HB 7063 Ch.2023-157</i>
(B) Condominium and Manufactured Housing	Any property identifying as individual Condominium or Townhouse unit or any property upon which is located a manufactured home.
(D) Multiple Single-Family Dwelling Units	Any property on which is located more than one building or structure, each of which is designed and constructed for use as residence for one family.
(E) Commercial	Any lot or parcel upon which is located any structure or facility designed for business related uses.
(I) Industrial	Any lot or parcel upon which there is a structure or building for use as productive enterprises and/or manufacturing activities.
(M) Multi-Family Dwelling	Any property upon which is located any building or structure consisting of more than one dwelling unit, each designed for occupancy by one family.
(N) Non-Billable	Those parcels or lots which are right of way or government-owned lands excluding those billable by law.
(R) Mixed Use Residential	Any lot or parcel which contains more than one use, including one or more single family dwellings in conjunction with more than one multi-family unit, each being assessed at its corresponding billing class Equivalent Residential Unit (ERU) calculation.
(S) Single Family Residence	Any property upon which is located any building or structure designed or constructed for and capable for use as a residence for one family and is erected on a separate lot or parcel.
(T) Non-Billable	Any lot or parcel that is unaltered, contains no structures, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N
(V) Vacant Altered (same as Agricultural)	Any lot or parcel that is modified from its natural state, contains no structures, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N
(Y) Vacant Improved	Any lot or parcel which is either graded, cleared, compacted and/or excessively landscaped, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N

Table 1



Billing Classification Calculation Formula Term	Billing Classification Calculation Formula Term Definition
ERU	Equivalent Residential Unit is determined through engineering analysis to be 2,500 square feet of effective impervious area and is for purposes of calculating service charge. Current ERU Rate = \$36 effective October 1, 2024
G	Gross Area of parcel in square feet
I	Impervious Area of parcel in square feet
M	Mitigation Factor with a range of 0.2 to 1.0 and an increment of 0.01
N	Number of Dwelling Units or hookups
NI	Adjustment Factor for alteration of impervious surfaces
0.20	Pervious Factor Coefficient
0.90	Impervious Factor Coefficient
0.03	Pervious Factor Coefficient for Agricultural, Vacant Altered, Industrial Use Only
0.40	Infiltration Factor for Agricultural Land Use Cover for Good Soil Conditions
0.60	Average Runoff Coefficient for Open Space for Average Soil Conditions
DF	Melbourne Tillman Drain Fee
RATE	Per ERU. This is set by the taxing authority (Brevard County or city with interlocal agreement)
Billing	Stormwater Assessment Amount

Table 2

Billing Classification Category Letter/Name	Billing Classification Calculation Formula
(A) Agricultural (same as vacant altered)	# ERU's = $G \times 0.03 \times 0.4 \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] – DF <i>*Note: Commercial Agricultural properties inside Unincorporated Brevard are exempt from stormwater assessment/ HB 7063 Ch.2023-157</i>
(B) Condominium and Manufactured Housing	Billing = [ 1 ERU $\times$ .50 $\times$ RATE $\times$ M] - DF
(D) Multiple Single-Family Dwelling Units	Billing = [ 1 ERU $\times$ N $\times$ RATE $\times$ M] – DF Note: If number of units is unavailable, this defaults to calculating with 2
(E) Commercial	NI = I $\times$ 1.25 # ERU's Commercial = $\{[(NI-I) \times 0.2] + (I \times 0.9)\} \div 2,500$ square feet # ERU's Vacant Altered = $[(G-NI) \times 0.03 \times 0.40] \div 2,500$ square feet Billing = $\{[(\#ERU's \text{ Commercial} \times \text{RATE}) + (\#ERU's \text{ Vacant Altered} \times \text{RATE})] \times M\} - \text{DF}$
(I) Industrial	NI = I $\times$ 1.25 # ERU's Commercial = $\{[(NI-I) \times 0.2] + (I \times 0.9)\} \div 2,500$ square feet # ERU's Vacant Improved = $[(G-NI) \times 0.03 \times 0.60] \div 2,500$ square feet Note: If Vacant Improved < 0, then this defaults to 0 Billing = $\{[(\#ERU's \text{ Commercial} \times \text{RATE}) + (\#ERU's \text{ Vacant Improved} \times \text{RATE})] \times M\} - \text{DF}$
(M) Multi-Family Dwelling	Billing = [ 1 ERU $\times$ .50 $\times$ N $\times$ RATE $\times$ M] - DF
(N) Non-Billable	Billing = 0. No bills generated for these land uses
(R) Mixed Use Residential	Billing = [(Sum of S, M, B, D ERU's) $\times$ RATE $\times$ M] – DF  Sum Explained – Mixed Use Commercial accounts will have more than one structure on the account. The Property Appraiser's Office assigns a number of units and land use code to each individual structure. Each land use code has a calculation factor of either 0.5 or 1.0. An amount for each structure is computed by multiplying the number of units times the calculation factor times the rate. The sum of these amounts for the account is then used in the Bill Class R Calculation.
(S) Single Family Residence	Billing = [1 ERU $\times$ RATE $\times$ M] - DF
(T) Non-Billable	Billing = 0. No bills generated for these land uses
(V) Vacant Altered (same as Agricultural)	# ERU's = $G \times 0.03 \times 0.4 \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] - DF
(Y) Vacant Improved	# ERU's = $[(G \times 0.03 \times 0.6) + (I \times 0.9)] \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] -DF
Minimum Bill Amount	The minimum billing is set at \$2.35 per parcel

Table 3

**Interlocal Agreement**  
**Stormwater Utility Assessment Roll**

**This Interlocal Agreement**, entered into on the date of the last signature below, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political Subdivision of the State of Florida, hereinafter referred to as the "County", and CITY OF INDIAN HARBOUR BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "Municipality".

**WITNESSETH:**

**WHEREAS**, the Municipality has adopted the uniform method for the levy, collection, and enforcement of the Municipalities annual Stormwater Utility Assessment under Section 197.3632, Florida Statutes, and the Municipality's Code of Ordinance.

**WHEREAS**, the Municipality has requested the County provide the Municipality the necessary information to enable the Municipality to prepare the Municipality's annual Stormwater Utility Assessment Roll; and

**WHEREAS**, the County is willing to assist the Municipality in providing the requested information; and

**WHEREAS**, the parties agree that the County will include the Municipality's Stormwater Utility Assessment Roll with the County's annual Stormwater Utility Assessment Roll when that is provided to the Property Appraiser's Office.

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

**SECTION 1. RECITALS AND STATUTORY AUTHORITY**

The above recitals are true and correct and are incorporated into this agreement. This agreement is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. The parties are authorized to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them.

**SECTION 2. SERVICES**

1. The County will include the Municipality's stormwater assessment billing amounts with its data that is transmitted to the Property Appraiser's office.
2. All calculation formulas and billing classifications are detailed in Exhibit 1 attached, as may be amended.
3. If a Municipality intends to enact a stormwater ERU fee increase for the upcoming fiscal year or change the process of providing the electronic roll to the Property Appraiser, the Municipality shall notify the County of its intent by March 31. The Municipality shall be responsible for all public notices required pursuant to Florida Statute.
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- time as necessary. Any future changes in use codes made within the Property Appraiser's database will be incorporated into these tables, as deemed essential by the County.
7. If the Municipality enacts a stormwater ERU fee increase for the upcoming fiscal year, such clerk memorandum memorializing the enacted fee increase shall be provided to the County by August 30.
  8. The non-ad valorem stormwater assessment fee is reliant upon current land/property use code listing. The Municipality must follow the County's stormwater assessment methodology pursuant to Exhibit 1.
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- b) The Municipality has the power, authority and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by the Municipality (i) has been duly authorized by the Town Council of Melbourne Beach; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Municipality, except as otherwise provided herein.
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**SECTION 7. RECORDS REVIEW**

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**SECTION 10. Effective Date**

Upon execution of this Interlocal Agreement by both parties, the County will record the fully executed original of this Interlocal Agreement with the Clerk of the Court, supplying the Municipality with a recorded copy of the fully executed Interlocal Agreement.

**SECTION 11. Termination**

This Interlocal Agreement shall terminate on the earlier of any of the following:

- a) The consent of all parties hereto to terminate this Interlocal Agreement. Either the Municipality or County may serve written notice to the other party to terminate the Interlocal Agreement upon not less than one hundred twenty (120) days' notice. Should termination of the Interlocal Agreement occur within less than one hundred and twenty (120) days' notice, the Municipality shall be responsible for all outstanding costs as permitted by this Interlocal Agreement; or
- b) A change in Florida Law which renders this Interlocal Agreement void.

**SECTION 12. LIABILITIES**

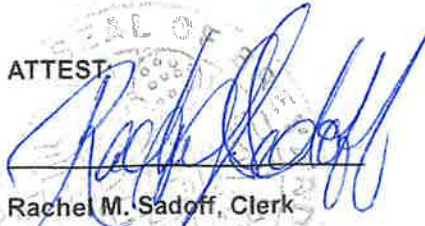
Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as a waiver of Sovereign Immunity by either party.

**SECTION 13. Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial**

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement. Venue shall be in Brevard County. In the event of any legal action to enforce the terms of this Interlocal Agreement, each party shall bear his own attorney's fees and costs and ANY TRIAL SHALL BE NON-JURY.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals effective on the date of the last signature.

ATTEST:


  
\_\_\_\_\_  
Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_

Jason Steele Chair ( as  
approved by the Board on AUG 27 2024

ATTEST:

  
\_\_\_\_\_  
City Clerk

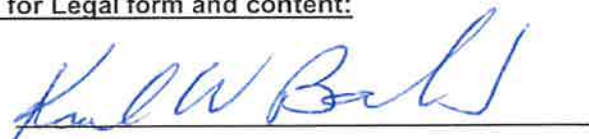
CITY OF INDIAN HARBOUR BEACH

  
\_\_\_\_\_

John W. Coffey, City Manager  
( As approved by the City Council on 8/13/2024)

Reviewed for Legal form and content:

  
\_\_\_\_\_  
Assistant County BOCC Attorney

  
\_\_\_\_\_  
City Attorney

**EXHIBIT 1**  
**SCHEDULE OF ANNUAL STORMWATER UTILITY ASSESSMENT**  
**BILLING CLASSIFICATIONS AND CALCULATION FORMULAS**  
**EFFECTIVE OCTOBER 1, 2024**

Billing Classification Category Letter/Name	Billing Classification Description
(A) Agricultural (same as vacant altered)	Any property used for commercial Agricultural pursuits and designated commercial Agricultural on Brevard County Property Appraiser records. <i>*Note: Commercial Agricultural properties inside Unincorporated Brevard are exempt from stormwater assessment/HB 7063 Ch.2023-157</i>
(B) Condominium and Manufactured Housing	Any property identifying as individual Condominium or Townhouse unit or any property upon which is located a manufactured home.
(D) Multiple Single-Family Dwelling Units	Any property on which is located more than one building or structure, each of which is designed and constructed for use as residence for one family.
(E) Commercial	Any lot or parcel upon which is located any structure or facility designed for business related uses.
(I) Industrial	Any lot or parcel upon which there is a structure or building for use as productive enterprises and/or manufacturing activities.
(M) Multi-Family Dwelling	Any property upon which is located any building or structure consisting of more than one dwelling unit, each designed for occupancy by one family.
(N) Non-Billable	Those parcels or lots which are right of way or government-owned lands excluding those billable by law.
(R) Mixed Use Residential	Any lot or parcel which contains more than one use, including one or more single family dwellings in conjunction with more than one multi-family unit, each being assessed at its corresponding billing class Equivalent Residential Unit (ERU) calculation.
(S) Single Family Residence	Any property upon which is located any building or structure designed or constructed for and capable for use as a residence for one family and is erected on a separate lot or parcel.
(T) Non-Billable	Any lot or parcel that is unaltered, contains no structures, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N
(V) Vacant Altered (same as Agricultural)	Any lot or parcel that is modified from its natural state, contains no structures, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N
(Y) Vacant Improved	Any lot or parcel which is either graded, cleared, compacted and/or excessively landscaped, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N

Table 1



Billing Classification Calculation Formula Term	Billing Classification Calculation Formula Term Definition
ERU	Equivalent Residential Unit is determined through engineering analysis to be 2,500 square feet of effective impervious area and is for purposes of calculating service charge. Current ERU Rate = \$64 effective October 1, 2024
G	Gross Area of parcel in square feet
I	Impervious Area of parcel in square feet
M	Mitigation Factor with a range of 0.2 to 1.0 and an increment of 0.01
N	Number of Dwelling Units or hookups
NI	Adjustment Factor for alteration of impervious surfaces
0.20	Pervious Factor Coefficient
0.90	Impervious Factor Coefficient
0.03	Pervious Factor Coefficient for Agricultural, Vacant Altered, Industrial Use Only
0.40	Infiltration Factor for Agricultural Land Use Cover for Good Soil Conditions
0.60	Average Runoff Coefficient for Open Space for Average Soil Conditions
DF	Melbourne Tillman Drain Fee
RATE	Per ERU. This is set by the taxing authority (Brevard County or city with interlocal agreement)
Billing	Stormwater Assessment Amount

Table 2

Billing Classification Category Letter/Name	Billing Classification Calculation Formula
(A) Agricultural (same as vacant altered)	# ERU's = $G \times 0.03 \times 0.4 \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] - DF <i>*Note: Commercial Agricultural properties inside Unincorporated Brevard are exempt from stormwater assessment/ HB 7063 Ch.2023-157</i>
(B) Condominium and Manufactured Housing	Billing = [ 1 ERU $\times$ .50 $\times$ RATE $\times$ M] - DF
(D) Multiple Single-Family Dwelling Units	Billing = [ 1 ERU $\times$ N $\times$ RATE $\times$ M] - DF Note: If number of units is unavailable, this defaults to calculating with 2
(E) Commercial	NI = $I \times 1.25$ # ERU's Commercial = $\{[(NI-I) \times 0.2] + (I \times 0.9)\} \div 2,500$ square feet # ERU's Vacant Altered = $[(G-NI) \times 0.03 \times 0.40] \div 2,500$ square feet Billing = $\{[(\#ERU's \text{ Commercial} \times RATE) + (\#ERU's \text{ Vacant Altered} \times RATE)] \times M\} - DF$
(I) Industrial	NI = $I \times 1.25$ # ERU's Commercial = $\{[(NI-I) \times 0.2] + (I \times 0.9)\} \div 2,500$ square feet # ERU's Vacant Improved = $[(G-NI) \times 0.03 \times 0.60] \div 2,500$ square feet Note: If Vacant Improved < 0, then this defaults to 0 Billing = $\{[(\#ERU's \text{ Commercial} \times RATE) + (\#ERU's \text{ Vacant Improved} \times RATE)] \times M\} - DF$
(M) Multi-Family Dwelling	Billing = [ 1 ERU $\times$ .50 $\times$ N $\times$ RATE $\times$ M] - DF
(N) Non-Billable	Billing = 0. No bills generated for these land uses
(R) Mixed Use Residential	Billing = [(Sum of S, M, B, D ERU's) $\times$ RATE $\times$ M] - DF  Sum Explained – Mixed Use Commercial accounts will have more than one structure on the account. The Property Appraiser's Office assigns a number of units and land use code to each individual structure. Each land use code has a calculation factor of either 0.5 or 1.0. An amount for each structure is computed by multiplying the number of units times the calculation factor times the rate. The sum of these amounts for the account is then used in the Bill Class R Calculation.
(S) Single Family Residence	Billing = [1 ERU $\times$ RATE $\times$ M] - DF
(T) Non-Billable	Billing = 0. No bills generated for these land uses
(V) Vacant Altered (same as Agricultural)	# ERU's = $G \times 0.03 \times 0.4 \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] - DF
(Y) Vacant Improved	# ERU's = $[(G \times 0.03 \times 0.6) + (I \times 0.9)] \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] -DF
Minimum Bill Amount	The minimum billing is set at \$2.35 per parcel

Table 3

**Interlocal Agreement**  
**Stormwater Utility Assessment Roll**

**This Interlocal Agreement**, entered into on the date of the last signature below, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political Subdivision of the State of Florida, hereinafter referred to as the "County", and THE CITY OF SATELLITE BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "Municipality".

**WITNESSETH:**

**WHEREAS**, the Municipality has adopted the uniform method for the levy, collection, and enforcement of the Municipalities annual Stormwater Utility Assessment under Section 197.3632, Florida Statutes, and the Municipality's Code of Ordinance.

**WHEREAS**, the Municipality has requested the County provide the Municipality the necessary information to enable the Municipality to prepare the Municipality's annual Stormwater Utility Assessment Roll; and

**WHEREAS**, the County is willing to assist the Municipality in providing the requested information; and

**WHEREAS**, the parties agree that the County will include the Municipality's Stormwater Utility Assessment Roll with the County's annual Stormwater Utility Assessment Roll when that is provided to the Property Appraiser's Office.

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

**SECTION 1. RECITALS AND STATUTORY AUTHORITY**

The above recitals are true and correct and are incorporated into this agreement. This agreement is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. The parties are authorized to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them.

**SECTION 2. SERVICES**

1. The County will include the Municipality's stormwater assessment billing amounts with its data that is transmitted to the Property Appraiser's office.
2. All calculation formulas and billing classifications are detailed in Exhibit 1 attached, as may be amended.
3. If the Municipality intends to enact a stormwater ERU fee increase for the upcoming fiscal year or change the process of providing the electronic roll to the Property Appraiser, the Municipality shall notify the County of its intent by March 31 of that year. The Municipality shall be responsible for all public notices required pursuant to Florida Statute.
4. A listing of the Municipality's stormwater assessments in account order (SAM), will be provided to the Municipality by July 1 of each year.
5. A listing of use codes and description by bill class called "SAM Use Code List" will be provided to the Municipality by July 1 of each year.
6. The Property Appraiser implements land use codes established by the State of Florida Department of Revenue. Use codes may be added, deleted, or combined from time to time

as necessary. Any future changes in use codes made within the Property Appraiser's database will be incorporated into these tables.

7. If the Municipality enacts a stormwater ERU fee increase for the upcoming fiscal year, such clerk memorandum memorializing the enacted fee increase shall be provided to the County by August 30.
8. The non-ad valorem stormwater assessment fee is reliant upon current land use code listing. The Municipality must follow the County's stormwater assessment methodology pursuant to Exhibit 1.
9. The County will notify the Municipality if Exhibit 1 is amended within 60 days of the date of amendment. The County shall not amend Exhibit 1 after July 1<sup>st</sup>.
10. Both Parties recognize that the Property Appraiser may make changes to the property data between the time the SAM Assessment Roll is provided, and the final tax bills are created, which will likely create differences. If the Municipality desires a variance report and/or details, the Municipality shall contact the Property Appraiser's Office.
11. The Municipality shall provide a certified copy of their adopted stormwater assessment resolution as well as their Certificate to Non-Ad Valorem Assessment Roll (Form DR-408A, as may be amended) to the Tax Collector's Office, Property Appraiser's Office, and the County by August 30 of each year. Failure by the Municipality to provide such resolution and certification to the County by August 30 shall result in the County's inability to include the Municipality's stormwater assessment billing data in the year's SAM - Tax bill file transmitted to the Property Appraiser's Office.
12. Per F.S. 197.3632(5)(a), the County will provide certification of the non-ad valorem assessment rolls on compatible electronic medium to the Tax Collector on or before September 15.

### **SECTION 3. ADMINISTRATIVE COSTS**

The Municipality will pay the County an annual amount of \$1.40 per billed property for administrative services provided by the County. The per billed property rate will be adjusted in January of each year based on the annual change in Consumer Price Index for All Urban Consumers (CPI-U). Invoicing for the County's services will be on a yearly basis. As used in this Interlocal Agreement, the term "administrative costs" shall refer to costs incurred for the services outlined in this Interlocal Agreement.

The Municipality will pay direct labor and related costs incurred by the County for special services pre-approved in scope and budget by the Municipality. These services shall include but are not limited to the coordination and documentation required for the Municipality's potential future Stormwater Fee increases. Costs for these services shall be charged an hourly rate, to be submitted to and approved by the Municipality, and shall also include associated costs of supplies and expenses, and capital equipment. The County will maintain appropriate records in a format acceptable to the Municipality to support these charges. In the event of a disagreement by the Municipality and County, the Municipality Manager and the County Manager shall meet and resolve the disagreement.

### **SECTION 4. REMITTANCE OF ADMINISTRATIVE COSTS**

Administrative costs will be billed yearly and shall be processed for payment within thirty (30) days of receipt of the invoice, except as otherwise provided in Section 3.

### **SECTION 5. REPRESENTATIONS OF THE MUNICIPALITY**

The Municipality makes the following representations to the County:

- a) The Municipality is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry out the governmental functions and operations set forth in this Interlocal Agreement.
- b) The Municipality has the power, authority and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by the Municipality (i) has been duly authorized by the City Council of Satellite Beach; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Municipality, except as otherwise provided herein.
- c) The Municipality has complied with all applicable Florida Statutes, local laws, or other laws and regulations which affect the collection of non-ad valorem assessments using the uniform method of collecting such assessment on the tax bill. None of the terms or conditions contained within this Interlocal Agreement shall be interpreted or construed to create any duty by the County owed to the Municipality to assure compliance with such regulations.

**SECTION 6. REPRESENTATION OF THE COUNTY**

The County makes the following representations to the City of Satellite Beach:

- a) The County is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b) The County has the power, authority and legal right to enter into this Interlocal Agreement and provide the services requested by the Municipality. The execution, delivery and performance hereof by the County (i) has been duly authorized by the Board of County Commissioners of Brevard County; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security interest upon the assets of the County, except as otherwise provided herein.

**SECTION 7. RECORDS REVIEW**

It is hereby specifically agreed that any record, document, computerized information and program audio or video tape, photograph, or other writing relating to this Interlocal Agreement shall be deemed to be a "Public Record," whether in the possession or control of one of its consultants, as defined in Section 119.011, Florida Statutes. Said record, document computerized information and program, audio or videotape, photograph, or other writing shall be subject to the provisions of Chapter 119, Florida Statutes. Upon request by the Municipality and without posing an exemption to the Municipality's rights set forth in Section 119.07(1), Florida Statutes, the County shall permit inspection of the foregoing public records by the Municipality and the Municipality may obtain copies of said public records. All books, cards, registers, receipts, documents and other papers in connection with this Interlocal Agreement shall at any and all reasonable times during the normal working hours of the County be open and freely exhibited by the County for the purpose of examination and/or audit by the Municipality.

**SECTION 8. SEVERABILITY**

If any part of this Interlocal Agreement is found invalid, unconstitutional or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This Interlocal Agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

**SECTION 9. ENTIRETY**

This Interlocal Agreement, including exhibits, if any, represents the understanding and agreement of the parties in its entirety as to the preparation of the information for the Property Appraiser. There shall be no amendments to this Interlocal Agreement unless such amendments are in writing, signed by all the parties and filed with the Brevard County Clerk of the Circuit Court. The parties recognize there may be other interlocal agreements between them relating to other services and issues.

**SECTION 10. Effective Date**

Upon execution of this Interlocal Agreement by both parties, the County will record the fully executed original of this Interlocal Agreement with the Clerk of the Court, supplying the Municipality with a recorded copy of the fully executed Interlocal Agreement.

**SECTION 11. Termination**

This Interlocal Agreement shall terminate on the earlier of any of the following:

- a) The consent of all parties hereto to terminate this Interlocal Agreement. Either the Municipality or County may serve written notice to the other party to terminate the Interlocal Agreement upon not less than one hundred twenty (120) days' notice. Should termination of the Interlocal Agreement occur within less than one hundred and twenty (120) days' notice, the Municipality shall be responsible for all outstanding costs as permitted by this Interlocal Agreement; or
- b) A change in Florida Law which renders this Interlocal Agreement void.

**SECTION 12. LIABILITIES**


Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall incur to the other party from such performance or lack of performance. This provision shall not be construed as a waiver of Sovereign Immunity by either party.

**SECTION 13. Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial**

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement. The venue shall be in Brevard County. In the event of any legal action to enforce the terms of this Interlocal Agreement, each party shall bear his own attorney's fees and costs and ANY TRIAL SHALL BE NON-JURY.

**IN WITNESS THEREOF**, the parties have hereunto set their hands and seals effective on the date of the last signature.

ATTEST:



\_\_\_\_\_

Rachel M. Sadoff, Clerk

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



\_\_\_\_\_


Jason Steele Chair


approved by the Board on AUG 27 2024


( as

ATTEST:

CITY OF SATELLITE BEACH

  
 \_\_\_\_\_  
 Gwerr Peirce, CMC, City Clerk



  
 \_\_\_\_\_  
 Courtney H. Barker, City Manager  
 (As approved by the City Council on July 17, 2024)

Reviewed for Legal form and content:

  
 \_\_\_\_\_  
 Assistant County BOCC Attorney

  
 \_\_\_\_\_  
 James P. Beadle, City Attorney





**EXHIBIT 1**  
**SCHEDULE OF ANNUAL STORMWATER UTILITY ASSESSMENT**  
**BILLING CLASSIFICATIONS AND CALCULATION FORMULAS**  
**EFFECTIVE OCTOBER 1, 2024**

Billing Classification Category Letter/Name	Billing Classification Description
(A) Agricultural (same as vacant altered)	Any property used for commercial Agricultural pursuits and designated commercial Agricultural on Brevard County Property Appraiser records. <i>*Note: Commercial Agricultural properties inside Unincorporated Brevard are exempt from stormwater assessment/HB 7063 Ch.2023-157</i>
(B) Condominium and Manufactured Housing	Any property identifying as individual Condominium or Townhouse unit or any property upon which is located a manufactured home.
(D) Multiple Single-Family Dwelling Units	Any property on which is located more than one building or structure, each of which is designed and constructed for use as residence for one family.
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(N) Non-Billable	Those parcels or lots which are right of way or government-owned lands excluding those billable by law.
(R) Mixed Use Residential	Any lot or parcel which contains more than one use, including one or more single family dwellings in conjunction with more than one multi-family unit, each being assessed at its corresponding billing class Equivalent Residential Unit (ERU) calculation.
(S) Single Family Residence	Any property upon which is located any building or structure designed or constructed for and capable for use as a residence for one family and is erected on a separate lot or parcel.
(T) Non-Billable	Any lot or parcel that is unaltered, contains no structures, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N
(V) Vacant Altered (same as Agricultural)	Any lot or parcel that is modified from its natural state, contains no structures, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N
(Y) Vacant Improved	Any lot or parcel which is either graded, cleared, compacted and/or excessively landscaped, and is not designated as Agricultural Bill Class A or Non-Billable Bill Class N

Table 1

Billing Classification Calculation Formula Term	Billing Classification Calculation Formula Term Definition
ERU	Equivalent Residential Unit is determined through engineering analysis to be 2,500 square feet of effective impervious area and is for purposes of calculating service charge. Current ERU Rate = \$200 effective October 1, 2024
G	Gross Area of parcel in square feet
I	Impervious Area of parcel in square feet
M	Mitigation Factor with a range of 0.2 to 1.0 and an increment of 0.01
N	Number of Dwelling Units or hookups
NI	Adjustment Factor for alteration of impervious surfaces
0.20	Pervious Factor Coefficient
0.90	Impervious Factor Coefficient
0.03	Pervious Factor Coefficient for Agricultural, Vacant Altered, Industrial Use Only
0.40	Infiltration Factor for Agricultural Land Use Cover for Good Soil Conditions
0.60	Average Runoff Coefficient for Open Space for Average Soil Conditions
DF	Melbourne Tillman Drain Fee
RATE	Per ERU. This is set by the taxing authority (Brevard County or city with interlocal agreement)
Billing	Stormwater Assessment Amount

Table 2

Billing Classification Category Letter/Name	Billing Classification Calculation Formula
(A) Agricultural (same as vacant altered)	# ERU's = $G \times 0.03 \times 0.4 \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] – DF <i>*Note: Commercial Agricultural properties inside Unincorporated Brevard are exempt from stormwater assessment/HB 7063 Ch.2023-157</i>
(B) Condominium and Manufactured Housing	Billing = [ 1 ERU $\times$ .50 $\times$ RATE $\times$ M] - DF
(D) Multiple Single-Family Dwelling Units	Billing = [ 1 ERU $\times$ N $\times$ RATE $\times$ M] – DF Note: If number of units is unavailable, this defaults to calculating with 2
(E) Commercial	NI = $I \times 1.25$ # ERU's Commercial = $\{[(NI-I) \times 0.2] + (I \times 0.9)\} \div 2,500$ square feet # ERU's Vacant Altered = $[(G-NI) \times 0.03 \times 0.40] \div 2,500$ square feet Billing = $\{[(\#ERU's \text{ Commercial} \times RATE) + (\#ERU's \text{ Vacant Altered} \times RATE)] \times M\} - DF$
(I) Industrial	NI = $I \times 1.25$ # ERU's Commercial = $\{[(NI-I) \times 0.2] + (I \times 0.9)\} \div 2,500$ square feet # ERU's Vacant Improved = $[(G-NI) \times 0.03 \times 0.60] \div 2,500$ square feet Note: If Vacant Improved < 0, then this defaults to 0 Billing = $\{[(\#ERU's \text{ Commercial} \times RATE) + (\#ERU's \text{ Vacant Improved} \times RATE)] \times M\} - DF$
(M) Multi-Family Dwelling	Billing = [ 1 ERU $\times$ .50 $\times$ N $\times$ RATE $\times$ M] - DF
(N) Non-Billable	Billing = 0. No bills generated for these land uses
(R) Mixed Use Residential	Billing = [(Sum of S, M, B, D ERU's) $\times$ RATE $\times$ M] – DF Sum Explained – Mixed Use Commercial accounts will have more than one structure on the account. The Property Appraiser's Office assigns a number of units and land use code to each individual structure. Each land use code has a calculation factor of either 0.5 or 1.0. An amount for each structure is computed by multiplying the number of units times the calculation factor times the rate. The sum of these amounts for the account is then used in the Bill Class R Calculation.
(S) Single Family Residence	Billing = [1 ERU $\times$ RATE $\times$ M] - DF
(T) Non-Billable	Billing = 0. No bills generated for these land uses
(V) Vacant Altered (same as Agricultural)	# ERU's = $G \times 0.03 \times 0.4 \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] - DF
(Y) Vacant Improved	# ERU's = $[(G \times 0.03 \times 0.6) + (I \times 0.9)] \div 2,500$ square feet Billing = [ #ERU's $\times$ RATE $\times$ M] -DF
Minimum Bill Amount	The minimum billing is set at \$2.35 per parcel

Table 3

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Cities of: Indian Harbour Beach, Satellite Beach, and Town of Melbourne Beach		<b>2. Amount:</b> \$ \$15,739.00 Total	
<b>3. Fund/Account #:</b> 1110/R30331		<b>4. Department Name:</b> Natural Resources Mgmt Dept (NRMD)	
<b>5. Contract Description:</b> Three (3) Stormwater Interlocal Agreements			
<b>6. Contract Monitor:</b> Mary Blakely		<b>8. Contract Type:</b> INTERGOVT/LOCAL	
<b>7. Dept/Office Director:</b> Virginia Barker			
<b>9. Type of Procurement:</b> Other			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Citta, Valerie <small>Digitally signed by Citta, Valene Date: 2024.08.19 13:28:57 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2024.08.19 16:08:59 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.08.20 13:53:12 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2024.08.19 15:17:50 -04'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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