

**F. Consent Agenda - Natural Resources Management
ITEM 2.**



**AGENDA REPORT
November 13, 2018**

Stormwater Program Interlocal Agreement with the Town of Malabar.

SUBJECT:

Stormwater Program Interlocal Agreement with the Town of Malabar

FISCAL IMPACT:

FY 18-19: Estimated Revenue to Stormwater Management Program Business Area
1110, Cost Center 30331, G/L Account 3490001 \$12,398.43
FY 19-20: Revenue \$12,398.43

DEPT/OFFICE:

Natural Resources Management

REQUESTED ACTION:

It is requested that the Board of County Commissioners: 1) authorize the Chairman to execute the attached Interlocal Agreement to allow the County to continue to administer and manage the Town of Malabar Stormwater Program; 2) authorize the County Manager to execute future amendments and up to two one-year extensions; and 3) authorize associated budget change requests.

SUMMARY EXPLANATION and BACKGROUND:

Since 2000 the Town of Malabar has partnered with the County to implement a regional stormwater management program. This regionalization creates synergistic partnerships between the Town and the County and results in greater collective water quality benefits and flood protection for both the Town and County residents.

In 2017, the Town increased their annual Stormwater Assessment fee from \$36 per Equivalent Residential unit (ERU) to \$52 per ERU. The Town then requested that the County modify their fee structure to offer a direct cost service instead of the ten percent (10%) administrative fee used all prior years since the inception of their Utility. For Fiscal Year 17-18, the County offered a one-year contract at a rate equal to 10% of the Town's prior year collections, plus an option for direct cost services to be reimbursed at the actual costs. This resulted in a county revenue of \$7,258.88 for Fiscal Year 17-18.

For Fiscal Year 18-19, and possible renewal options, the Town has requested direct cost billing for all the services listed in the agreement. The attached agreement with the Town of Malabar is for three (3) years with an option to extend the agreement for two (2) additional years, in one (1) year increments, if agreed by the parties. The agreement

includes the ability to increase the County billable rates yearly, based on adopted billable rates for the County employees involved in providing the services in the agreement.

The proposed Interlocal Agreement continues to provide administration of the stormwater program in a manner consistent with the policies and procedures of the County's Stormwater Program and the National Pollutant Discharge Elimination System, General Permit. The Town will be invoiced quarterly for direct costs which serve to reimburse the County for costs incurred to administer the Town's stormwater program. The County's estimated cost for providing the typical level of service provided in prior years is \$12,398.43.

CLERK TO THE BOARD INSTRUCTIONS:

Please sign and return three originals to NRMD.

ATTACHMENTS:

Description

- ▢ **AO-29**
- ▢ **Interlocal Agreement**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

| | |
|--|--------------------------------------|
| 1. Contractor: Town of Malabar | |
| 2. Fund/Account #: 260070.1110 | 3. Department Name: NRMD |
| 4. Contract Description: Stormwater Utility Interlocal Agreement | |
| 5. Contract Monitor: Carolina Alvarez | 7. Contract Type: INTERGOVT/LOCAL |
| 6. Dept/Office Director: NRMD, Virginia Barker | |

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

| COUNTY OFFICE | APPROVAL | | SIGNATURE |
|-----------------|--------------------------|-------------------------------------|--|
| | YES | NO | |
| User Agency | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Alvarez, Carolina <small>Digitally signed by Alvarez, Carolina Date: 2018.09.13 10:28:46 -04'00'</small> |
| Risk Management | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| County Attorney | <input type="checkbox"/> | <input type="checkbox"/> | _____ |

SECTION III – REVIEW AND APPROVAL TO EXECUTE

| COUNTY OFFICE | APPROVAL | | SIGNATURE |
|-----------------|-------------------------------------|--------------------------|--|
| | YES | NO | |
| User Agency | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Alvarez, Carolina <small>Digitally signed by Alvarez, Carolina Date: 2018.09.13 10:29:12 -04'00'</small> |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2018.09.13 10:29:12 -04'00'</small> |
| County Attorney | <input type="checkbox"/> | <input type="checkbox"/> | _____ |

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| CM DATABASE REQUIRED FIELDS | Complete ✓ |
|--|--------------------------|
| 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 | <input type="checkbox"/> |
| Contract Title | <input type="checkbox"/> |
| Contract Type | <input type="checkbox"/> |
| Contract Amount | <input type="checkbox"/> |
| Storage Location (SAP) | <input type="checkbox"/> |
| Contract Approval Date | <input type="checkbox"/> |
| Contract Effective Date | <input type="checkbox"/> |
| Contract Expiration Date | <input type="checkbox"/> |
| Contract Absolute End Data (No Additional Renewals/Extensions) | <input type="checkbox"/> |
| Material Group | <input type="checkbox"/> |
| Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management 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"/> |



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

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

November 14, 2018

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.2., Stormwater Program Interlocal Agreement with the Town of Malabar

The Board of County Commissioners, in regular session on November 13, 2018, authorized the Chair to execute the Interlocal Agreement to allow the County to continue to administer and manage the Town of Malabar Stormwater Program; authorized the County Manager to execute future amendments and up to one-year extensions; and authorized any associated budget change requests. Enclosed are three fully-executed Interlocal Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encls. (3)

cc: County Manager
Finance
Budget

**NATURAL RESOURCES MANAGEMENT DEPARTMENT
STORMWATER PROGRAM
INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered into this 13 day of November, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "County") and the TOWN OF MALABAR, a Florida municipal corporation, (hereinafter referred to as the "Town,")

WITNESSETH:

WHEREAS, the County currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

WHEREAS, the Town currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

WHEREAS, the County and Town recognize that there are benefits associated with a regional approach to the management of stormwater issues; and

WHEREAS, the Board of County Commissioners has authorized expansion of the County's Stormwater Program for administration and operation of municipally adopted benefit zones; and

WHEREAS, the Town Council of Malabar, Florida has determined that the County's administration of the Town's Stormwater Program will best serve the interests of its citizens.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration set forth below, these parties intending to be bound, agree in advance as follows:

SECTION 1. STATUTORY AUTHORITY

This agreement shall be considered an Interlocal Agreement pursuant to the authority of Section 163.01, Florida Statutes.

SECTION 2. PROGRAM ADMINISTRATION SERVICES

The County shall administer and manage the Town's Stormwater Program consistent with the policies, procedures, and practices of the County's Natural Resources Management Department Stormwater Program in effect on the effective date of this agreement. For the purpose of this agreement the authority to make minor adjustments in procedures and practices not affecting policy is hereby delegated to the County Manager and Town Administrator provided that said amendments do not vary the specific terms and conditions of this agreement or any applicable Town or County ordinances. Procedural amendments shall be in writing executed by the County Manager and Town Administrator.

Administration of the Town's Stormwater Program will include, but not necessarily be limited to:

- a) Management of the parcel database including coordination with the County Property Appraiser, Tax Collector, and Information Technology offices.
- b) Administration of the Credit Policy Program.
- c) Drafting of required Ordinances, Rate Resolutions, and annual assessment rolls as necessary. All such actions must be reviewed by the Town Administrator and approved by the Town Attorney. All such actions shall be adopted by the Town Council, as required by law.
- d) Review and adjustment of Stormwater Assessment bills, when appropriate, through the Error and Insolvency process for corrections.
- e) Providing information and coordination related to billing inquiries to the citizens within the MSMSBA.
- f) Management of technical staff employed by the County's Stormwater Program.
- g) Educational activities for the public as required per the NPDES permit.
- h) Good Housekeeping Education of Town staff to meet the minimum NPDES requirements.
- i) Activities related to the coordination of the TOWN OF MALABAR Stormwater Management Program (MSWMP) required under the Generic Permit for Discharge of Stormwater Phase II, Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit.

- j) Yearly management fees for the administration of the Stormwater Utility fee data.
- k) Yearly management fees for individual corrections of the utility bills through the Error and Insolvency method for corrections. Associated documents maintenance related to yearly inspections as required by the National Pollutant Discharge and Elimination System Permit.
- l) Yearly compliance inspections of stormwater management systems receiving stormwater credit.
- m) Processing of appeals related to credit issuance, exemptions from, or adjustments to, any stormwater assessment
- n) Preparation of activities directly related to the NPDES generic permit, including:
 - i. Collection of documentation related to annual reporting,
 - ii. Preparation of the annual report.
 - iii. Preparation of the permit renewal Notice of Intent (NOI),
 - iv. Responses to request for additional documentation by the FDEP Stormwater Section,
 - v. Any other documentation request as deemed necessary to meet the NPDES permit requirements.
 - vi. Structure inventory and mapping updating.
 - vii. Investigation of environmental or water management concerns (illicit discharges).
 - viii. Coordination and documentation required to complete DEP Audits.
- o) Other Direct Fees:
 - i. Property Appraiser administration of the non-ad valorem fee: Per Florida Statute Chapter 197.3632(2), and the agreement between the Brevard County and the Brevard county Property Appraiser dated August 9, 2016, the Property Appraiser shall be compensated for all administrative costs incurred in carrying out the maintenance of the expanded use code system at a rate of \$0.50 per parcel. The rate is based on the Fiscal Year 17-18 parcel count. The fee is set through the end of Fiscal Year 18-19, at which time a new agreement will be entered into and a new

fee established. The County shall invoice the Town for the Property Appraiser's fee, once a year, on the second quarterly invoice.

- ii. Yearly administration fee for the Information and Technology Department handling of the data and the billable calculations at \$1.00/parcel.
- iii. Participation in the Stormwater Education and Outreach Interlocal Agreement billed at a rate of \$0.35 per person, based on the 2014 Municipal Population Data published by City-Data.com.
- iv. Project Management services including, but not necessarily limited to:
 1. Project management of engineering or environmental consultant contracts.
 2. Project management of construction contracts.
 3. Construction projects inspections.

SECTION 3. ASSESSMENT REVENUE

Stormwater assessment revenues as budgeted by the Town Council and collected within the Town for the Stormwater Program will be used for administering, planning, constructing, operating, and maintaining stormwater management systems benefiting the Town.

SECTION 4. CUSTODIAN OF FUNDS

During the period covered by this Interlocal Agreement, the Town shall be the custodian of funds generated within the MSMSBA.

SECTION 5. ADJUSTMENT OF ASSESSMENTS

In the event that an adjustment or individual calculation of an annual Stormwater Assessment is required, the County's Natural Resources Management Department Director [Director] or his/her designee shall have authority to make such adjustment in accordance with County policies and procedures. Any appeals related to credit issuance, exemptions from, or adjustments to, any stormwater assessment will be resolved utilizing the County Stormwater Program Appeals Committee and Appeals Committee procedure as outlined in Chapter 110, Article V, Section 110-373(c) of Brevard County Code. The Town shall be given notice of any request for adjustment and/or appeal and has the right, but not the obligation, to participate in any hearing requesting an adjustment or an appeal.

SECTION 6. EXPENDITURE OF FUNDS

All expenditures of funds pursuant to this agreement which are collected within the MSMSBA shall require the approval of the Director and the Town Administrator. In the event of a disagreement as to the approval of expenditure, the decision of the Town Administrator shall prevail. It is recognized that during the period covered by this Interlocal Agreement, services of Town Departments/Divisions, such as purchasing, financial, or legal services, may require reasonable compensation, and if required, will be set forth in the Town's annual program operating budget. Any compensation for these services shall be billed separately from the services provided in this Agreement and billed at time of services.

SECTION 7. PURCHASING AND FINANCIAL PRACTICES

During the period covered by this Interlocal Agreement, purchasing and financial processes shall be in accordance with the Town's policies and procedures, as amended from time to time.

SECTION 8. DIRECT COSTS FOR ADMINISTRATION AND SERVICES

The Town will pay the County's Stormwater Program administrative costs and services based on the personnel hourly rates in Exhibit A "RATES", and for services performed by other authorities and billed through the Natural Resources Department. Rates shall be adjusted yearly and a new Rate Schedule will be provided to the Town yearly, after Budget adoption. Invoicing for the County's services will be as described in Section 9, Remittance of Payment.

The costs will include billable hourly rates for services as described in Section 2 above and shall also include associated cost of supplies and expenses, and capital equipment. The County will maintain appropriate records to support these charges.

SECTION 9. REMITTANCE OF PAYMENTS

The Town agrees to pay the County quarterly based on work performed and bill through invoices by the County. The Town agrees to process invoices for payment within thirty (30) days of receipt.

SECTION 10. LEGAL SERVICES

During the period covered by this agreement, the Town agrees that any claims or suits involving operation of the stormwater program within the Town limits will be defended by and at the expense of the Town. However, the County, pursuant to a separate agreement, at the request of the Town may defend the Town against all claims arising out of decisions relating to adjustments or credits to an individual fee; or appeals to or from the Stormwater Program Appeals Committee as set forth in Section 5, including actual attorney fees for the County Attorney's office at \$250.00 per hour of attorney's time. For internal control and auditing purposes, time records will be kept by the County Attorney's office for all time charged against Town stormwater assessments. Time records will include who performed the individual task (e.g. draft letters, research), date task performed, time expended for each task expressed in tenths of an hour; and total amount billed. Costs of such defense shall be paid from the stormwater assessment imposed by the Town.

SECTION 11. SELECTION OF PROJECTS

The County Stormwater Program staff, when requested by the Town's staff and the Town Council, will assist in the selection of projects which benefit the MSMSBA.

It is recognized that, in general, program operation costs, capital improvements, and the maintenance of capital improvements constructed by the program are the primary uses allowable for revenue collected. In addition, it is recognized the parties will endeavor to apply the funds identified for capital improvement projects that would, in aggregate, equally benefit and improve both water quality and flood control in the Town.

SECTION 12. CONTINUING CONSULTANTS

The Town shall have available for its use the services of continuing consultants as selected by the County under the Competitive Consultant Negotiation Act (CCNA).

SECTION 13. REPRESENTATIONS OF THE TOWN

The Town makes the following representations to the County:

- a. The Town 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 Town 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 Town: (i) has been duly authorized by the Town Council of the TOWN OF MALABAR 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 Town, except as otherwise provided herein.

SECTION 14. REPRESENTATION OF THE COUNTY

The County makes the following representations to the TOWN OF MALABAR:

- a. The County is duly organized and in good standing under the laws of the State of Florida, 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 and perform the obligations set forth in this Interlocal Agreement and 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 15. RECORDS REVIEW

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the County's Stormwater Program relating to this Agreement shall be deemed to be a "Public Record," whether in the possession or control of the County's Stormwater Program or 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 Town and without posing an exemption to the Town's rights set forth in Section 119.07(1), Florida Statutes, the County shall permit inspection of the foregoing public records by the Town, and the Town may obtain copies of said public records. All books, cards, registers, receipts, documents, reports, photographs, maps, drawings, and other papers in connection with this 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 Town.

SECTION 16. NOTICE

All notices, demands, annual renewals, or other writings in this Agreement are or may be given, made, or sent by either party through this Agreement to the other, shall be deemed to have been given, made, or sent when made in writing and deposited in the first class United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

**TO COUNTY: Director
 Natural Resources Management Department
 Brevard County Government Center
 Building "A", Suite 219
 2725 Judge Fran Jamieson Way
 Viera, Florida 32940**

**with a copy to: County Manager
 Brevard County Government Center
 Building "C", Suite 301
 2725 Judge Fran Jamieson Way
 Viera, Florida 32940**

**TO TOWN: Town Administrator
 TOWN OF MALABAR
 2725 Malabar Road
 Malabar, FL 32950**

**with a copy to: Town Clerk
 TOWN OF MALABAR
 2725 Malabar Road
 Malabar, FL 32950**

The person or address to which any notice or other writing may be given, made, or sent, as above provided, may be unilaterally changed by written notice given as above provided.

SECTION 17. THIRD-PARTY BENEFICIARIES PARTNERSHIP

- a. No Third-Party Beneficiaries. It is expressly agreed to by the parties, and it is the expressed intent of the parties, that there are no intended or unintended, expressed or incidental, third-party beneficiaries of this Agreement. Consequently, this Agreement may NOT be relied upon by any person or entity other than the County or the Town.
- b. Partnership. The County and the Town shall not be deemed to be partners or co-joint ventures of one another by virtue of this Agreement.

SECTION 18. DEFAULT

- a. It is expressly agreed between the parties hereto that in the event the Town determines the County, or the County determines the Town, to be in default of any of the conditions, covenants, or agreements of this Agreement, the Manager of the party hereto alleging a default will provide written notice thereof to the Manager of the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within fifteen (15) days of the receipt of such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) day period if the Manager of the entity alleged to be in default disagrees with the determination of the entity alleging a default, then in such event both Managers shall meet and discuss the alleged default and possible correction thereof. In the event the two Managers cannot agree on whether or not a default exists or how to resolve the default, they shall each present an agreed upon statement of the issue(s) outstanding to their respective governing bodies, together with alternatives proposed by both Managers for any corrective action to be undertaken. At this point, both parties shall immediately coordinate with one another to simultaneously satisfy the requirements of sub-section (b) and Section 164.103, Florida Statutes, in a prompt manner.

- b.
- i. If the governing body of the entity alleging a default determines no default to have occurred, no further action by the entity claimed to be in default shall be necessary.
 - ii. If the governing body of the entity alleging a default determines a default to have occurred, but the governing body of the entity alleged to be in default determines no default to have occurred, then the entity alleging a default shall retain all legal and equitable rights and remedies available, but unless otherwise terminated by either party, this Agreement shall continue in full force and effect during any judicial proceeding initiated by the entity alleging a default. If the governing body of the entity alleging a default is dissatisfied with the remedy elected by the party alleged to be in default or the progress in remedying the default, the entity alleging a default shall retain all legal and equitable rights and remedies available.
 - iii. If a majority vote of each of the governing bodies determines a default to have occurred and agrees upon a method for the prosecution of corrective action and appropriate corrective action, the entity in default shall initiate corrective action within fifteen (15) days of the date of final determination of such default by both governing bodies and promptly and diligently prosecute such corrective action to completion. Thereafter, the parties to this Agreement shall retain all legal rights and remedies available to them, but unless otherwise terminated by either party hereto, this Agreement shall continue in full force and effect during any judicial proceeding initiated by either party.
- c. Remedies Cumulative; Waiver. All remedies conferred on either party shall be deemed cumulative, and no one remedy is exclusive of the other or of any other remedy conferred by law. Waiver by the Town or the County of, or failure of the Town or the County, to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant, or condition herein contained. In no event shall the County be deemed liable for costs, damages, or attorney's fees incurred as a result of services provided herein.

SECTION 19. 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 agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

SECTION 20. ENTIRETY

This Interlocal Agreement, including exhibits, represents the understanding and agreement of the parties in its entirety. 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.

SECTION 21. TERMINATION

This agreement shall remain in effect until the date specified in Section 22, of this Agreement or upon termination by either party. Either the Town or County may serve written notice to the other party to terminate the contract upon not less than one hundred twenty (120) days' notice. Should termination of the agreement occur within less than one hundred and twenty (120) days' Notice, the Town shall be responsible for all outstanding costs as permitted by this agreement.

SECTION 22. DURATION OF AGREEMENT

This agreement shall remain in full force for a period of three (3) years after its date of execution by both parties, unless this agreement is terminated as otherwise provided herein. In addition, this agreement may be extended by both parties in one (1) year increments for up to two (2) years beyond the initial three (3) year period of the Agreement. Annual extensions shall be made by mutual written consent of both parties and as authorized by the Director and the Town Administrator, and proper notification per Section 16. Rates and fees will be adjusted annually pursuant to Section 2 o) Other Direct Fees and Section 8 Direct costs for Administration and Services.

SECTION 23. EFFECTIVE DATE

The effective date of this Interlocal Agreement shall be as of the date of filing with the Brevard County Clerk of the Circuit Court.

SECTION 24. GOVERNING LAW

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement.

SECTION 25. VENUE

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

-Signature Page Follows-

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the last date written below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

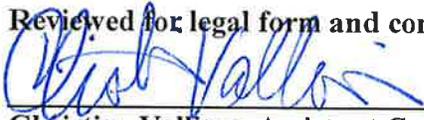


Scott Ellis, Clerk



Rita Pritchett, Chairman
(As approved by the Board on
November 13, 2018)

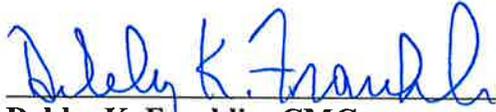
Reviewed for legal form and content by:



Christine Valliere, Assistant County Attorney

ATTEST:

TOWN OF MALABAR



Debby K. Franklin, CMC
Town Clerk Treasurer



Douglas C. Hoyt, Town Administrator
(As approved by the Town Council on
10/15/18)



EXHIBIT A

Employee Rates

| EMPLOYEE TITLE | EMPLOYEE BILLABLE RATES |
|------------------------------------|-------------------------|
| Associate Environmental Specialist | \$28.20 - \$31.60 |
| Department Finance Manager | \$29.90 |
| Engineer II | \$43.52 - \$46.64 |
| Engineer Manager | \$48.93 |
| Environmental Program Assistant | \$30.07 |
| Environmental Specialist | \$34.12 |
| Special Projects Coordinator | \$31.60 |
| Special Projects Coordinator I | \$24.92 |
| Support Services Manager | \$39.20 |

FY2018-2019 Totals for Stormwater Billing

| City Code Count District - City Billing Amount | | |
|--|---------------------|---------------------|
| Z | 1,684 | Malabar |
| | | \$106,144.36 |
| | Total: 1,684 | \$106,144.36 |