

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:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

By: _____
Thad Altman, Chair

As approved by the Board on April ____, 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%