

**SECOND AMENDMENT TO EXISTING INTERLOCAL AGREEMENT
FOR STORMWATER EDUCATION AND OUTREACH**

THIS AMENDMENT is made and entered into this 10 day of October 2017, by and between, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "County") and the CITY OF CAPE CANAVERAL ("Cape Canaveral"), the CITY OF COCOA ("Cocoa"), the CITY OF COCOA BEACH ("Cocoa Beach"), the TOWN OF GRANT-VALKARIA ("Grant-Valkaria"), the CITY OF INDIAN HARBOUR BEACH ("Indian Harbour Beach"), the TOWN OF MALABAR ("Malabar"), the CITY OF MELBOURNE ("Melbourne"), the CITY OF SATELLITE BEACH ("Satellite Beach"), and the CITY OF WEST MELBOURNE ("West Melbourne") (collectively the "Municipalities").

WITNESSETH:

WHEREAS, the parties hereto previously entered into Agreement on November 1st, 2011 for stormwater education and public outreach and amended the Agreement on December 11, 2012; and

WHEREAS, the Town of Indialantic no longer participates in this Agreement; and

WHEREAS, the parties hereto desire to amend the terms of said Agreement: Section 5. Allocation of Costs, Section 6. Timetable of Payment, Section 8. Administration of the Education Contract, Section 9. Contract and Exhibit A.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. Section 5. ALLOCATION OF COSTS. a. Program Costs is deleted and replaced with:

The cost for the Education Program will be paid in full by the County. The Municipalities agree to reimburse the County in accordance with the funding requirement set forth in the Education Program (the "Contribution") and subject to paragraph 7 below. See Amended Exhibit A, Section V. Funding. The annual Contribution for each Municipality was calculated using a charge of \$0.35 per person based on 2014 municipal population data published by City-Data.com. The net cost contributed by the County, after reimbursement by the Municipalities is estimated to be \$42,050 per contract year. Failure of any Municipality to pay its respective Contribution shall not require the remaining Municipalities to be responsible for paying any portion of the payment that was due from the non-paying Municipality.

2. Section 6. TIMETABLE OF PAYMENT, is deleted and replaced with:

Annual contributions will be paid on or before October 15 of each year.

3. Section 8. ADMINISTRATION OF THE EDUCATION CONTRACT, is deleted and replaced with:

The County, through its Natural Resources Management Department and as the Consortium Lead for the Education Program, shall retain through a Request for Qualifications process, either a profit or non-profit corporation as the "Program Administrator" to provide the Education Program. The County shall insure that the participating Municipalities and the Education Program Administrator conduct informational working group conferences at least once a year. The County shall contract annually with the Program Administrator. The County shall compensate the Program Administrator quarterly. The Program Administrator shall submit monthly progress reports to the Consortium Lead and to the Municipalities. The County shall invoice the Municipalities quarterly.

4. Section 9. CONTRACT, is deleted and replaced with:

The County shall contract to provide Administration for the Education Program. In order to contract for project administration the County shall follow procurement policy specific to Cooperative Contracts and Contracts with Profit and Non-Profit Organizations as outlined in the Brevard County Purchasing Manual.

5. Exhibit A, Section V. Funding is deleted and replaced with Amended Exhibit A. Section V. Funding, attached and incorporated herein.
6. All terms and conditions of the previous Agreement and Amendment, incorporated herein by this reference, not inconsistent with the provisions of this Second Amendment, shall remain in full force and effect.

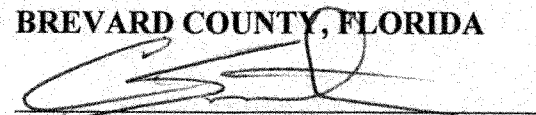
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

BY:

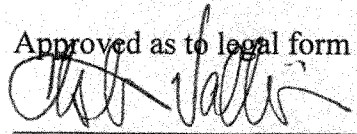

Scott Ellis, Clerk

BREVARD COUNTY, FLORIDA

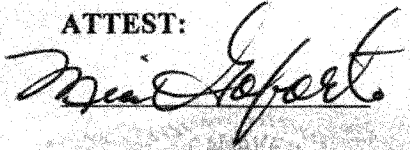

Curt Smith, Chairman

As approved by the Board on 10/10/17

Approved as to legal form and content

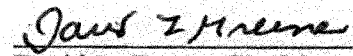

Christine Valliere, Assistant County Attorney

ATTEST:





CITY OF CAPE CANAVERAL



David L. Greene, City Manager

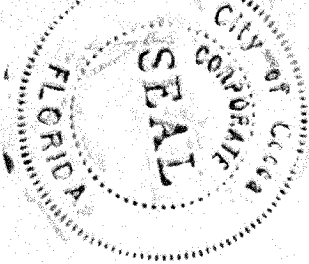
105 Polk Ave.

Cape Canaveral, Florida 32920

As approved by the Council on 10/17/12

ATTEST:

Carie Smeal



CITY OF COCOA

John Titkanich

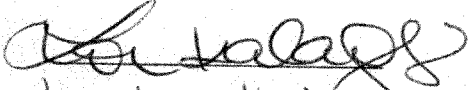
John Titkanich, City Manager

65 Stone Street


Cocoa, Florida 32922

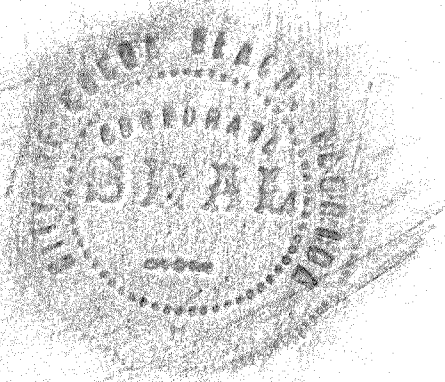
As approved by the Council on 12/12/17

ATTEST:


Loredana Kalagichy
City Clerk

CITY OF COCOA BEACH


James McKnight, City Manager
City Hall, 2 South Orlando Avenue
Cocoa Beach, Florida 32932
As approved by the Commission on 11/2/17



ATTEST:



TOWN OF GRANT-VALKARIA

A handwritten signature of Rick Hood.

Town of Grant-Valkaria
Rick Hood, Town Administrator
1449 Valkaria Rd.
Grant-Valkaria, Florida 32950
As approved by the Council on Nov. 8, 2017

ATTEST:

Sue Frank



CITY OF INDIAN HARBOUR BEACH

Mark Ryan

Mark Ryan, City Manager

2055 South Patrick Drive

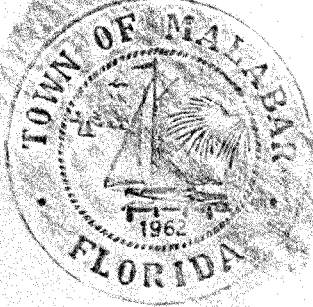
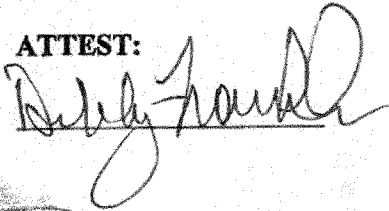
Indian Harbour Beach, FL 32937

As approved by the Council on

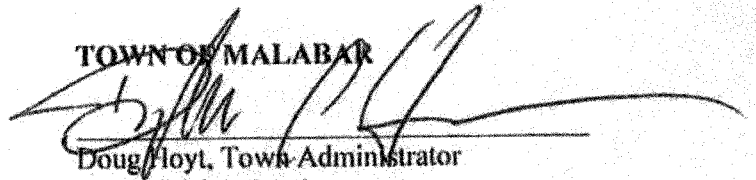
N/A

Not Required

ATTEST:



TOWN OF MALABAR



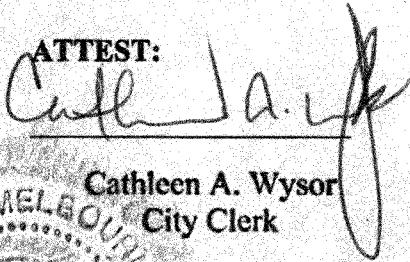
Doug Floyt, Town Administrator

2725 Malabar Road

Malabar, Florida 32950

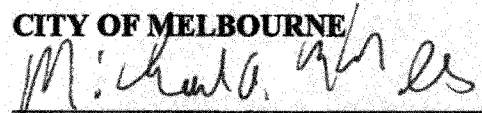
As approved by the Council on 3/5/2018

ATTEST:


Cathleen A. Wysor
City Clerk



CITY OF MELBOURNE



Michael A. McNees, City Manager

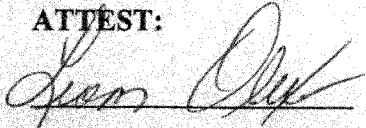
City Hall

900 East Strawbridge Avenue

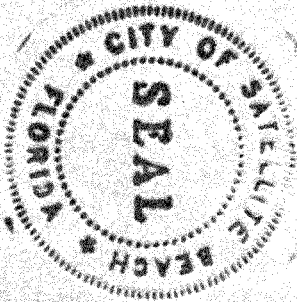
Melbourne, Florida 32901

As approved by the Council on 10/10/2017

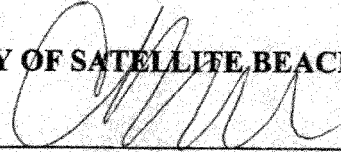
ATTEST:



LEONOR OLEXA, CMC, CITY CLERK



CITY OF SATELLITE BEACH



Courtney H. Barker, City Manager

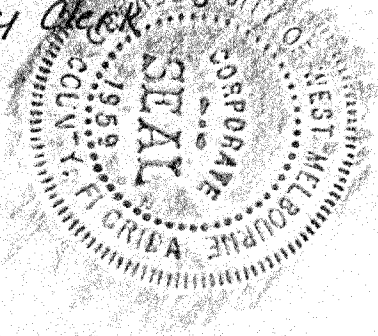
565 Cassia Boulevard

Satellite Beach, Florida 32937

As approved by the Council on 10/4/17

ATTEST:

Christine D. Pennington
Acting City Clerk



CITY OF WEST MELBOURNE

Scott Morgan

Scott Morgan, City Manager
2240 Minton Road - Second Floor
West Melbourne, Florida 32904

As approved by the Council on October 17, 2017

AMENDED EXHIBIT A
SECTION V. FUNDING

		FUNDING REQUIREMENTS	DELIVERABLE POINTS
CONSORTIUM PARTNERS	2014 POPULATION	\$0.35/ Person	
Cape Canaveral	10,022	\$3,507.70	25
Cocoa	17,678	\$6,187.30	43
Cocoa Beach	11,131	\$3,895.85	29
Grant-Valkaria	3,916	\$1,370.60	10
Indian Harbour Beach	8,393	\$2,937.55	20
Malabar	2,765	\$967.75	7
Melbourne	78,088	\$27,330.80	188
Satellite Beach	10,290	\$3,601.50	29
West Melbourne	19,834	\$6,941.90	48
Brevard County		\$42,050.00	290
TOTAL		\$98,790.95	

AMENDED EXHIBIT A
SECTION V. FUNDING

DELIVERABLE	POINT VALUE
A. Adult Education Program	4 Points / Program
B. School Age Education Program	2 Points / Program
C. General Public Programs	4 Points / Program
D. Special Event Representation	8 Points / Event
E. Storm Drain Marking	2 Point / 50 Drains Marked
F. Alternative Programs, as requested	Points based on time and cost