

**SECOND AMENDMENT TO
LEASE AGREEMENT BY AND BETWEEN
BREVARD COUNTY AND
THE SPACE COAST TRANSPORTATION PLANNING ORGANIZATION**

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into, by and between the Brevard County, Florida, a political subdivision of the State of Florida (hereinafter called the "COUNTY") and the Space Coast Transportation Planning Organization, a Metropolitan Planning Organization created and operating pursuant to Section 339.175, Florida Statutes (hereinafter called the "TPO").

WITNESSETH

WHEREAS, Section 339.175(1) Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the State and the creation and operation of such metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Sections 163.01 and 339.175, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the TPO as the metropolitan planning organization for the Palm Bay/Melbourne/Titusville urbanized area and the TPO is duly created and operates pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general and special purpose local governments within the Palm Bay/Melbourne/Titusville urbanized area; and

WHEREAS, the aforesaid Interlocal Agreement was executed and recorded on June 25, 2025, in Official Records Book 10368, Page 786, Public Records of Brevard County, Florida; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPO is a legally independent governmental entity distinct from Brevard County, Florida, a political subdivision of the State of the Florida, and has the TPO has the authority to contract with the COUNTY for the provision of certain services; and

WHEREAS, Brevard County exists as a charter county of the State of Florida pursuant to Article VIII, Section 1(g), Florida Constitution of 1968; Sections 7.05 and 125.60 *et seq.*, Florida Statutes; and the Brevard County Charter of 1994; and

WHEREAS, the TPO currently leases space for its administrative offices from the COUNTY and is authorized by Sections 339.175(6) and 163.01, Florida Statutes, to contract with the COUNTY for same; and

WHEREAS, pursuant to Section 125.01(1), Florida Statutes, the COUNTY has the authority to enter into said Agreement as hereinafter provided; and

WHEREAS, the parties desire to amend the existing lease.

NOW, THEREFORE, in consideration of the terms and provisions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the COUNTY hereby leases unto the TPO certain property as described herein:

1. Recitals; Confirmation of Existing Lease.

(a) Recitals. Each of the foregoing recitals is declared to be true and correct by the parties, and the aforesaid recitals are incorporated herein.

(b) Confirmation of Existing Lease. The lease between the TPO and the COUNTY commencing October 1, 2010, and as First Amended on September 10, 2015, followed by Renewal on July 21, 2020, relating to office space, meeting rooms and parking at the Brevard County Viera Government Complex, 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940, be and the same is reconfirmed, and it is intended by the parties that said Lease shall continue in full force and effect except as otherwise modified by the parties by this instrument. The Original Lease, First Amendment, and the Renewal are incorporated herein by this reference. In the event of any conflict between the terms of this Second Amendment and the above-referenced documents, the terms of this Second Amendment shall control.

As used in this Second Amendment to Lease Agreement by and between the COUNTY and the TPO, the term "lease" shall mean and refer to the Original Lease Agreement which commenced on October 1, 2010, and subsequently First Amended on September 10, 2015, and Renewed on July 21, 2020, for office space, meeting rooms, parking, and other facilities at the Brevard County Viera Government Complex.

2. Amendment of Section 4. of the Lease. Section 4. of the Lease is hereby amended as follows. In interpreting this amendment, words underlined include new text, and words ~~stricken through~~ include text to be deleted from the Lease. Asterisks (***) indicate text not amended but not displayed in the Second Amendment to the Lease.

4. Re-location of Office Space. If the COUNTY shall desire to re-locate the TPO's Office Space within the Premises, * * *

* * * The TPO's Office Space shall not be relocated more than once every 1,095 days (365 days= one year).

If the TPO initiates and desires to move and relocate Office Space to within another area of the Premises or to the future Transportation Management Center, the TPO shall be responsible for related moving cost expenses and the County agrees to either amend or enter into a new Lease Agreement for new TPO Office Space.

3. Amendment of Section 5. of the Lease. Section 5. of the Lease is hereby amended as follows. In interpreting this amendment, words underlined include new text,

and words ~~stricken through~~ include text to be deleted from the Lease. Asterisks (* * *) indicate text not amended but not displayed in the Second Amendment to the Lease.

~~5. Term. The term of this Lease is five (5) years, and commenced on October 1, 2010 (the "Commencement Date"), and extending to and including September 30, 2015. The County has extended to the TPO two options to renew this Lease for a term of five (5) years for each option, which option may be exercised in the sole discretion of the TPO. The option may be exercised by a written letter from the TPO to the County with notice being given as provided in Section 22. Of the Lease. Pursuant to the first option to renew the Lease, the Lease was renewed for an additional five (5) year term commencing on October 1, 2015 and terminating on September 30, 2020. The second option, if exercised by the TPO, would be from October 1, 2020, until September 30, 2025. The second option to renew must be exercised at least 90 days prior to September 30, 2025.~~

5. Term. The term of the Original Lease was five (5) years, and commenced on October 1, 2010 (the "Commencement Date"), and extended to and included September 30, 2015. With the First Amendment, the County extended to the TPO two options to renew this Lease for a term of five (5) years for each option, both of which have been utilized with the last Renewal executed on July 21, 2020, extending the Lease to September 30, 2025. The COUNTY is adding an additional option to extend the Lease for another five (5) years beyond September 30, 2025, from October 1, 2025, to September 30, 2030. The TPO hereby exercises its option to renew the Lease to September 30, 2030, and the COUNTY agrees to said renewal.

4. Amendment of Section 22. of the Lease. Section 22. of the Lease is hereby amended as follows. In interpreting this amendment, words underlined include new text, and words ~~stricken through~~ include text to be deleted from the Lease. Asterisks (* * *) indicate text not amended but not displayed in the Second Amendment to the Lease.

22. Notice. Notice under this Agreement shall be given prepaid or post paid by: (i) U.S. certified mail, return receipt requested; (ii) recognized national overnight courier (*i.e.* – Federal Express, United Parcel Service, U.S. Postal Service); or (iii) hand delivery, addressed as follows:

To the TPO:

~~Bob Kamm, Staff Director~~

Georganna Gillette, Executive Director

Space Coast Transportation Planning Organization

2725 Judge Fran Jamieson Way, Bldg. B, Rm 105

Melbourne, FL 32940

With a copy to:

~~Paul Gougelman, General Counsel~~

Kristen Ottinger, General Counsel

Space Coast Transportation Planning Organization
c/o Weiss Serota Helfman Cole & Bierman
200 East Broward Blvd.
Suite 1900
Ft. Lauderdale, FL 33301

To the County:
Marc E. Bernath
Public Works ~~Facilities~~ Director
Brevard County
2725 Judge Fran Jamieson Way
Melbourne, FL 32940

With a copy to:
Alex Esseeesse, Esq.
Deputy County Attorney
Brevard County
2725 Judge Fran Jamieson Way
Melbourne, FL 39240

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

Notice shall be deemed to have been given upon receipt, if properly addressed and hand delivered, upon deposit with a recognized overnight courier, or within five (5) days after deposit in the U.S. mail. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

5. Construction of Agreement. The parties to this Second Amendment to Lease Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

6. Effective Date of this Second Amendment to Lease. This Second Amendment to the Lease shall be effective October 1, 2025.

This space left intentionally blank.

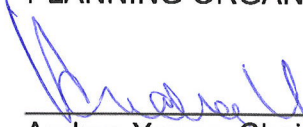
IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Second Amendment to be executed by their duly authorized representatives in counterparts, each of which when taken together shall constitute one and the same agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

SPACE COAST TRANSPORTATION
PLANNING ORGANIZATION (TPO)

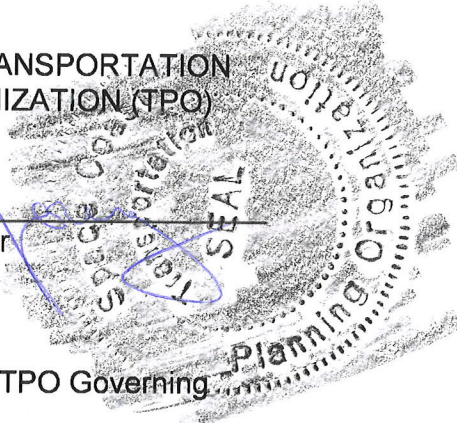
James P. Liesenfelt, Interim County
Manager



Andrea Young, Chair

Date: _____

As Approved by the Board on July 22, 2025.


As Approved by the TPO Governing
Board on:

July 10, 2025
Date



Georganna Gillette, Executive Director

Approved for legal form and content
solely for Brevard County:



Deputy County Attorney