

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

**THIS AMENDMENT** is made and entered into on the date of the last signature below by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred as "County"), 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"), and the CITY OF WEST MELBOURNE ("West Melbourne") (Collectively the "Municipalities").

**WITNESSETH:**

**WHEREAS**, the parties hereto previously entered into an Interlocal Agreement on November 1st, 2011 ("Agreement") for stormwater education and public outreach and the Agreement was subsequently amended on December 11, 2012 and October 10, 2017; and

**WHEREAS**, the parties hereto desire to amend the terms of said Agreement as to Section 5. Allocation of Costs and Exhibit A.

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

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

The cost for the Education Program will be paid 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 is calculated using a minimum base fee of \$173.00 per Deliverable Point. The base fee will be reviewed in June every year and adjusted, if necessary, using the Consumer Price Index (CPI); however, the base fee shall not be less than \$173.00 per Deliverable Point. The net cost contributed by the County, after reimbursement by the

municipalities, is estimated to be \$50,170.00 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 PAYMENTS. is deleted and replaced with:

Full payment will be made on an annual basis and due on September 30 of each year.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

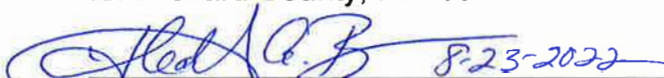
\_\_\_\_\_  
Rachel M. Sadoff, Clerk

By: \_\_\_\_\_  
Kristine Zonka, Chair

Date: \_\_\_\_\_

(As approved by Board on: \_\_\_\_\_,  
2022)

Reviewed for legal form and content  
for Brevard County, Florida:

  
Heather A. Balser, Assistant County Attorney

ATTEST:

CITY OF COCOA

\_\_\_\_\_

\_\_\_\_\_  
Stockton Whitten, City Manager

As approved by the City Council on \_\_\_\_\_

**EXHIBIT A. FUNDING**

	FUNDING REQUIREMENTS	DELIVERABLE POINTS
CONSORTIUM PARTNERS	\$173/Point	Deliverable Points
Cape Canaveral	\$4,152	24
Cocoa	\$7,612	44
Cocoa Beach	\$5,190	30
Grant-Valkaria	\$1,730	10
Indian Harbour Beach	\$3,460	20
Malabar	\$1,384	8
Melbourne	\$32,524	188
West Melbourne	\$8,304	48
<b>TOTAL FOR PARTICIPATING AGENCIES</b>	<b>\$64,356</b>	
Brevard County (Consortium Lead)	\$50,170	

<b>DELIVERABLE</b>
A. Adult Education Program
B. School Age Education Program
C. General Public Programs
D. Special Event Representation
E. Storm Drain Marking
F. Alternative Programs, as requested