



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

5/27/2021

Subject:

Amendment for time extension of three City of Melbourne Save Our Indian River Lagoon Septic to Sewer Projects (Districts 3 & 4)

Fiscal Impact:

This board action does not change the funding amount, only the timing of anticipated cost-share distributions.

Dept/Office:

Natural Resources Management Department (NRMD)

Requested Action:

It is requested the Chair execute time extensions for three City of Melbourne Septic to Sewer contracts: SOIRL 18-04, SOIRL 18-61, and SOIRL 20-62

Summary Explanation and Background:

The Board of County Commissioners, in regular session on February 9, 2021, approved the 2021 Save Our Indian River Lagoon Plan Update plan, which included City of Melbourne septic to sewer conversion projects partially funded through the Save Our Indian River Lagoon Trust Fund.

The City of Melbourne has constructed the force main for each of these projects but has encountered homeowner participation delays. City staff are revising their ordinance to require connections for parcels in septic to sewer conversion projects. The City is seeking to amend their County reimbursement contracts to an expiration of December 31, 2023. The amendment for the Riverside Drive project, SOIRL 18-61, is attached. The other two amendments will use the same template if approved by the Board.

Per the Save Our Indian River Lagoon contract, time extensions for longer than six months must be approved by the Board.

Clerk to the Board Instructions:

Please execute two original copies of Amendment 2 as provided in Attachment A



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 28, 2021

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Amendment for Time Extension of Three City of Melbourne Save Our Indian River Lagoon (SOIRL) Septic to Sewer Projects

The Board of County Commissioners, in regular session on May 27, 2021, authorized the Chair to execute time extensions of the three City of Melbourne Septic to Sewer Contracts: SOIRL 18-04, SOIRL 18-61, and SOIRL 20-62. Enclosed are two executed Amendments to the Interlocal Agreement No. SOIRL 18-61.

Upon execution by all parties, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Denna Scott
Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

AMENDMENT 2 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 18-61

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the COUNTY approved this Project on April 10, 2018; and

WHEREAS, the parties previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-61 effective on February 12, 2019 ("Agreement"); and

WHEREAS, the parties entered into Amendment 1 to the Agreement on April 7, 2020, to adjust the contract expiration date from December 31, 2020, to August 31, 2021, and update the County Project Manager; and

WHEREAS, the parties are entering into this Amendment 2 in order to, among other things, correct dates and contract references in Amendment 1; and

WHEREAS, construction of the force main was completed but the CITY has experienced delays in homeowners connecting to the system; and

WHEREAS, the CITY is revising their septic ordinance to encourage homeowner participation.

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

1. The first WHEREAS clause in Amendment 1 is hereby amended to read as follows:

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-61 on February 12, 2019~~17-05~~ ("~~ILA~~") on ~~October 11, 2017~~; and

2. The date on page 3 of 4 of Amendment 1 is hereby amended to read as follows:

As ~~a~~Approved by the Board on April 10, 2018~~May 23, 2017~~

3. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:

- a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023

~~August 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

4. The following sentences shall be added to the end of Section 14. Liability and Insurance of the Agreement as follows:

The parties' indemnity and liability obligations under this Agreement shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the parties' respective sovereign immunity.

5. Section 25. Local Preference Limitations is hereby deleted in its entirety, and shall be replaced with the new section identified below.
6. A new Section 25. Severability is hereby added to the Agreement as follows:

Section 25. Severability.

If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

7. The following provisions shall be added to the end of Section 29. Employment Eligibility Verification (E-Verify) of the Agreement as follows:
 - e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
 - f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.
8. All terms and conditions of the Agreement, and any amendments thereto, not inconsistent with the provisions of this Second Amendment, are incorporated herein and shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: May 27, 2021

As approved by the Board on April 10, 2018

ATTEST

By: 

Rachel Sadoff, Clerk

Date: May 27, 2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida



Alexander Essee, Assistant County Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne		2. Amount: \$0
3. Fund/Account #: 1260/271070	4. Department Name: Natural Resources Managment	
5. Contract Description: Riverside S2S Amendment 2 SOIRL 18-61		
6. Contract Monitor: Terri Breeden	8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Virginia Barker		
9. Type of Procurement: Exempt from Competition		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Breeden, Terri

Digitally signed by Breeden, Terri
Date: 2021.05.12 07:56:07 -04'00'

Purchasing

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☐

Darling, Steven

Digitally signed by Darling, Steven
Date: 2021.05.12 08:11:34 -04'00'

Risk Management

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☐

Lairsey, Matt

Digitally signed by Lairsey, Matt
Date: 2021.05.12 09:01:30 -04'00'

County Attorney

☒
☐

Esseesse, Alexander

Digitally signed by Esseesse, Alexander
Date: 2021.05.12 15:02:16 -04'00'

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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>



Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: The Honorable Rita Pritchett, Chair
Board of County Commissioners

THROUGH: Frank Abbate, County Manager
John Denninghoff, Assistant County Manager
Darcie McGee, Assistant Director, Natural Resources Management (NRM)
Tom Belflower, NRM Support Services Manager

FROM: Terri Breeden, Associate Environmental Specialist, NRM

DATE: June 3, 2021

SUBJECT: Save Our Indian River Lagoon Project Cost-Share Funding - Interlocal Agreement
Amendments Between Brevard County and the City of Melbourne

McGee,

Digitally signed by McGee,
Darcie
DN: cn=McGee, Darcie,
email=Darcie.McGee@brevardfl.gov,
Date: 2021.06.16 08:50:32
+0400

Digitally signed by Belflower,
Tom
Date: 2021.06.15 16:03:13
-0400

Digitally signed by
Breeden, Terri
Date: 2021.06.15
09:10:45 -0400

We respectfully request your signature on the attached Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement Amendments between Brevard County and the City of Melbourne for the Hoag, Riverside, and Roxy Septic to Sewer Projects. These projects were approved by the County Commission and included in the 2021 Update to the Save Our Indian River Lagoon Project Plan. The City of Melbourne requested a no-cost time extension amendment for a term of two years for each of these projects. This extension was approved by the Board of County Commissioners on May 27, 2021.

The construction of the force main has been completed and one property has been connected for each of the Hoag, Riverside, and Roxy Septic to Sewer Projects. The City has experienced delays in other homeowners connecting to the system and is revising their septic ordinance to encourage participation. These projects will reduce the amount of excess nutrients flowing to the Indian River Lagoon through the connection of properties from septic to sanitary sewer. The nutrient reduction benefit of this project is estimated to be 95, 305, and 102 pounds per year of total nitrogen and total phosphorus is to be determined, respectively. There is no change to the Save Our Indian River Lagoon Trust Fund cost-share for these projects, which is \$86,031, \$262,044, and \$88,944, respectively.

Please contact Terri Breeden at terri.breeden@brevardfl.gov or 321-223-0398 with questions or to arrange for pick-up.

Thank you.

- Attachment A - Clerk's Memo
- Attachment B - Hoag AO-29
- Attachment C - Hoag Amendment
- Attachment D - Riverside AO-29
- Attachment E - Riverside Amendment
- Attachment F - Roxy AO-29
- Attachment G - Roxy Amendment

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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us



RECEIVED

JUN 08 2021

Brevard County
Natural Resources

May 28, 2021

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Amendment for Time Extension of Three City of Melbourne Save Our Indian River Lagoon (SOIRL) Septic to Sewer Projects

The Board of County Commissioners, in regular session on May 27, 2021, authorized the Chair to execute time extensions of the three City of Melbourne Septic to Sewer Contracts: SOIRL 18-04, SOIRL 18-61, and SOIRL 20-62. Enclosed are two executed Amendments to the Interlocal Agreement No. SOIRL 18-61.

Upon execution by all parties, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Denna Scott
Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne		2. Amount: \$0	
3. Fund/Account #: 1260/271070		4. Department Name: Natural Resources Management	
5. Contract Description: Hoag Amendment 3 SOIRL 18-04			
6. Contract Monitor: Terri Breeden		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Virginia Barker			
9. Type of Procurement: Exempt from Competition			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Breeden, Terri <small>Digitally signed by Breeden, Terri Date: 2021.05.12 09:02:37 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.05.12 09:11:15 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.05.12 11:05:08 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2021.06.02 14:44:25 -04'00'</small>

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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>

AMENDMENT 3 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 18-04

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the COUNTY approved this Project on May, 23, 2017; and

WHEREAS, the parties previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-04 effective on February 21, 2018 ("Agreement"); and

WHEREAS, the parties have entered into Amendment 1 to the Agreement on March, 18, 2019 to adjust the contract expiration date from September 30, 2019 to December 31, 2021; and

WHEREAS, the parties have entered into Amendment 2 to the Agreement on March 30, 2021 to update the COUNTY Project Manager and the Statement of Work; and

WHEREAS, construction of the force main was completed but the CITY has experienced delays in homeowners connecting to the system; and

WHEREAS, the CITY is revising their septic ordinance to encourage homeowner participation.

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

1. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:
 - a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023 ~~December 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
2. Attachment A Statement of Work in the Agreement is amended, in part, to read as follows
 - a. TASKS and DELIVERABLES:

Task #1: Construction of Project

Task Description:

The City will install the low pressure force main and any other incidental work necessary to complete the project in accordance with the final design and required permits. The City will be providing the engineering oversight during construction.

Task	Task Title	Task Start Date	Task End Date
1	Construction of Project	3/1/2018	12/31/2021 12/31/2023
2	Homeowner Connections	3/1/2018	12/31/2021 12/31/2023

b. Estimated Reimbursement Schedule:

Task #	<u>1/2019</u>	<u>1/2024</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>
<u>1</u>	<u>\$13,519.89</u>							
<u>2</u>		<u>\$72,541.11</u>						

3. All terms and conditions of the Agreement, and any amendments thereto, not inconsistent with the provisions of this Third Amendment, are incorporated herein and shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: _____

As Approved by the Board on May 23, 2017

ATTEST

By: 

Rachel Sadoff, Clerk

Date: 6/23/2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida

 6/2/21

Alexander Essee, Assistant County Attorney

AMENDMENT 3 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 18-04

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the COUNTY approved this Project on May, 23, 2017; and

WHEREAS, the parties previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-04 effective on February 21, 2018 ("Agreement"); and

WHEREAS, the parties have entered into Amendment 1 to the Agreement on March, 18, 2019 to adjust the contract expiration date from September 30, 2019 to December 31, 2021; and

WHEREAS, the parties have entered into Amendment 2 to the Agreement on March 30, 2021 to update the COUNTY Project Manager and the Statement of Work; and

WHEREAS, construction of the force main was completed but the CITY has experienced delays in homeowners connecting to the system; and

WHEREAS, the CITY is revising their septic ordinance to encourage homeowner participation.

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

1. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:
 - a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023 ~~December 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
2. Attachment A Statement of Work in the Agreement is amended, in part, to read as follows
 - a. TASKS and DELIVERABLES:

Task #1: Construction of Project

Task Description:

The City will install the low pressure force main and any other incidental work necessary to complete the project in accordance with the final design and required permits. The City will be providing the engineering oversight during construction.

Task	Task Title	Task Start Date	Task End Date
1	Construction of Project	3/1/2018	12/31/2021 12/31/2023
2	Homeowner Connections	3/1/2018	12/31/2021 12/31/2023

b. Estimated Reimbursement Schedule:

Task #	<u>1/2019</u>	<u>1/2024</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>	<u>Quarter #/Year</u>
<u>1</u>	<u>\$13,519.89</u>							
<u>2</u>		<u>\$72,541.11</u>						

3. All terms and conditions of the Agreement, and any amendments thereto, not inconsistent with the provisions of this Third Amendment, are incorporated herein and shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: _____

As Approved by the Board on May 23, 2017

ATTEST

By: 

Rachel Sadoff, Clerk

Date: 6/23/2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida

 6/2/21

Alexander Essee, Assistant County Attorney

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne		2. Amount: \$0	
3. Fund/Account #: 1260/271070		4. Department Name: Natural Resources Management	
5. Contract Description: Riverside S2S Amendment 2 SOIRL 18-61			
6. Contract Monitor: Terri Breeden		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Virginia Barker			
9. Type of Procurement: Exempt from Competition			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

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☐

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Breeden, Terri

Digitally signed by Breeden, Terri
Date: 2021.05.12 07:56:07 -04'00'

Purchasing

☒
☐

Darling, Steven

Digitally signed by Darling, Steven
Date: 2021.05.12 08:11:34 -04'00'

Risk Management

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Lairsey, Matt

Digitally signed by Lairsey, Matt
Date: 2021.05.12 09:01:30 -04'00'

County Attorney

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Esseesse, Alexander

Digitally signed by Esseesse, Alexander
Date: 2021.05.02 14:58:10 -04'00'

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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
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Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>

AMENDMENT 2 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 18-61

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WHEREAS, the COUNTY approved this Project on April 10, 2018; and

WHEREAS, the parties previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-61 effective on February 12, 2019 ("Agreement"); and

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WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-61 on February 12, 2019~~17-05~~ ("~~ILA~~") on ~~October 11, 2017~~; and

2. The date on page 3 of 4 of Amendment 1 is hereby amended to read as follows:

As ~~a~~Approved by the Board on April 10, 2018 ~~May 23, 2017~~

3. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:

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~~August 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

4. The following sentences shall be added to the end of Section 14. Liability and Insurance of the Agreement as follows:

The parties' indemnity and liability obligations under this Agreement shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the parties' respective sovereign immunity.

5. Section 25. Local Preference Limitations is hereby deleted in its entirety, and shall be replaced with the new section identified below.
6. A new Section 25. Severability is hereby added to the Agreement as follows:

Section 25. Severability.

If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

7. The following provisions shall be added to the end of Section 29. Employment Eligibility Verification (E-Verify) of the Agreement as follows:
- e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
 - f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.
8. Attachment A Statement of Work in the Agreement is amended, in part, to read as follows
- a. TASKS and DELIVERABLES

Task	Task Title	Task Start Date	Task End Date
1	Phase 1 Construction of Project	9/2018	10/2018 <u>12/31/2023</u>
2	Phase 2 Construction of Project	3/2019	7/2019 <u>12/31/2023</u>
3	Homeowner Connection	10/2018 <u>8/1/2019</u>	8/2020 <u>12/31/2023</u>

- b. Estimated Reimbursement Schedule:

Task #	1/2018	3/2018	4/2019	<u>1/2024</u>	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1	\$15,524.00		<u>\$15,524.00</u>					
2		\$40,000		<u>\$40,000.00</u>				
3	\$51,630	\$51,630	\$103,260	<u>\$206,520.00</u>				

9. All terms and conditions of the Agreement, and any amendments thereto, not inconsistent with the provisions of this Second Amendment, are incorporated herein and shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: _____

As approved by the Board on April 10, 2018

ATTEST

By: 

Rachel Sadoff, Clerk

Date: 6/23/2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida

 6/2/21
Alexander Essee, Assistant County Attorney

AMENDMENT 2 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 18-61

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the COUNTY approved this Project on April 10, 2018; and

WHEREAS, the parties previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-61 effective on February 12, 2019 ("Agreement"); and

WHEREAS, the parties entered into Amendment 1 to the Agreement on April 7, 2020, to adjust the contract expiration date from December 31, 2020, to August 31, 2021, and update the County Project Manager; and

WHEREAS, the parties are entering into this Amendment 2 in order to, among other things, correct dates and contract references in Amendment 1; and

WHEREAS, construction of the force main was completed but the CITY has experienced delays in homeowners connecting to the system; and

WHEREAS, the CITY is revising their septic ordinance to encourage homeowner participation.

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

1. The first WHEREAS clause in Amendment 1 is hereby amended to read as follows:

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-61 on February 12, 2019~~17-05~~ ("ILA") on October 11, 2017; and

2. The date on page 3 of 4 of Amendment 1 is hereby amended to read as follows:

As a~~Approved~~ by the Board on April 10, 2018 ~~May 23, 2017~~

3. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:

- a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023

~~August 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

4. The following sentences shall be added to the end of Section 14. Liability and Insurance of the Agreement as follows:

The parties' indemnity and liability obligations under this Agreement shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the parties' respective sovereign immunity.

5. Section 25. Local Preference Limitations is hereby deleted in its entirety, and shall be replaced with the new section identified below.
6. A new Section 25. Severability is hereby added to the Agreement as follows:

Section 25. Severability.

If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

7. The following provisions shall be added to the end of Section 29. Employment Eligibility Verification (E-Verify) of the Agreement as follows:
- e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
 - f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.
8. Attachment A Statement of Work in the Agreement is amended, in part, to read as follows
- a. TASKS and DELIVERABLES

Task	Task Title	Task Start Date	Task End Date
1	Phase 1 Construction of Project	9/2018	10/2018 <u>12/31/2023</u>
2	Phase 2 Construction of Project	3/2019	7/2019 <u>12/31/2023</u>
3	Homeowner Connection	10/2018 <u>8/1/2019</u>	8/2020 <u>12/31/2023</u>

- b. Estimated Reimbursement Schedule:

Task #	1/2018	3/2018	4/2019	<u>1/2024</u>	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1	\$15,524.00		<u>\$15,524.00</u>					
2		\$40,000		<u>\$40,000.00</u>				
3	\$51,630	\$51,630	\$103,260	<u>\$206,520.00</u>				

9. All terms and conditions of the Agreement, and any amendments thereto, not inconsistent with the provisions of this Second Amendment, are incorporated herein and shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: _____

As approved by the Board on April 10, 2018

ATTEST

By: 

Rachel Sadoff, Clerk

Date: 6/23/2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST


By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida


Alexander Essee, Assistant County Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne		2. Amount: \$0	
3. Fund/Account #: 1260/271070		4. Department Name: Natural Resources Management	
5. Contract Description: Roxy Septic to Sewer SOIRL 20-62			
6. Contract Monitor: Terri Breeden		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Virginia Barker			
9. Type of Procurement: Exempt from Competition			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Breeden, Terri	Digitally signed by Breeden, Terri Date: 2021.05.12 08:23:41 -04'00'
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven	Digitally signed by Darling, Steven Date: 2021.05.12 09:11:41 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	Digitally signed by Lairsey, Matt Date: 2021.05.12 11:03:55 -04'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander	Digitally signed by Esseesse, Alexander Date: 2021.06.02 14:33:49 -04'00'

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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>

AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 20-62

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the parties have entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 20-62 on May 29, 2020 ("Agreement"); and

WHEREAS, construction of the force main was completed but the CITY has experienced delays in homeowners connecting to the system; and

WHEREAS, the CITY is revising their septic ordinance to encourage homeowner participation.

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

1. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:
 - a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023 ~~December 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
2. The following sentences shall be added to the end of Section 14. Liability and Insurance of the Agreement as follows:

The parties' indemnity and liability obligations under this Agreement shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the parties' respective sovereign immunity.
3. Section 25. Local Preference Limitations is hereby deleted in its entirety, and shall be replaced with the new section identified below.
4. A new Section 25. Severability is hereby added to the Agreement as follows:

Section 25. Severability.

If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

5. The following provisions shall be added to the end of Section 29. Employment Eligibility Verification (E-Verify) of the Agreement as follows:

- e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
- f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

6. Attachment A Statement of Work in the Agreement is amended, in part, to read as follows

a. TASKS and DELIVERABLES

Task #1: Construction of Project

Task Description: The City will install the low-pressure force main and any other incidental work necessary to complete the project in accordance with the final design and required permits. The City will be providing the engineering oversight during construction.

Task Deliverable: Construction

Task #2 Homeowner Connections

Task Description: The City will be working with the homeowners to connect to the low-pressure force main and the abandonment of their septic tanks.

Task Deliverable: Homeowner Connections

Task	Task Title	Task Start Date	Task End Date
1	Construction of Project	5/1/2020	8/1/2020 <u>12/31/2023</u>
2	Homeowner Connections	5/1/2020	12/31/2021 <u>12/31/2023</u>

b. Estimated Reimbursement Schedule:

Task #	4/2020	1/2020	<u>1/2024</u>	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1	\$32,814.00 \$33,314.20							
2		\$56,130.00	<u>\$55,629.80</u>					

7. All terms and conditions of the Agreement, and any amendments thereto, not inconsistent with the provisions of this First Amendment, are incorporated herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: _____

As Approved by the Board on March 10, 2020

ATTEST

By: 

Rachel Sadoff, Clerk

Date: 6/23/2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida

 6/2/21
Alexander Essee, Assistant County Attorney

AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 20-62

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the parties have entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 20-62 on May 29, 2020 ("Agreement"); and

WHEREAS, construction of the force main was completed but the CITY has experienced delays in homeowners connecting to the system; and

WHEREAS, the CITY is revising their septic ordinance to encourage homeowner participation.

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

1. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:
 - a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023 ~~December 31, 2021~~ ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
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- e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
- f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

6. Attachment A Statement of Work in the Agreement is amended, in part, to read as follows

a. TASKS and DELIVERABLES

Task #1: Construction of Project

Task Description: The City will install the low-pressure force main and any other incidental work necessary to complete the project in accordance with the final design and required permits. The City will be providing the engineering oversight during construction.

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Task	Task Title	Task Start Date	Task End Date
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b. Estimated Reimbursement Schedule:

Task #	4/2020	1/2020	<u>1/2024</u>	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1	\$32,814.00 <u>\$33,314.20</u>							
2		\$56,130.00	<u>\$55,629.80</u>					

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BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

Date: _____

As Approved by the Board on March 10, 2020

ATTEST

By: 

Rachel Sadoff, Clerk

Date: 6/23/2021

THE CITY OF MELBOURNE, FLORIDA

By: _____

Name: Shannon Lewis

Title: City Manager

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

Reviewed for legal form and content for
Brevard County, Florida

 6/2/21
Alexander Essee, Assistant County Attorney