

ROSELAND ROAD SEWER EXPANSION COST SHARE AGREEMENT

This Roseland Road Sewer Expansion Cost Share Agreement (hereinafter "Agreement") is made and entered into on the ___ day of _____, 2021 by and between: Indian River County, Florida, a political subdivision of the State of Florida ("County"), whose address is 1801 27th Street, Vero Beach, FL, 32960 and the City of Sebastian, a municipality ("City"), whose address is 1225 Main Street, Sebastian, Florida, 32958.

Recitals

WHEREAS, the City has received a Fiscal Year 20-21 cost share grant from the St. Johns River Water Management District to assist in the funding of the Roseland Road Sewer Expansion project, which will allow for the abandonment of septic tanks that are in close proximity to the Saint Sebastian River which empties into the Indian River Lagoon; and

WHEREAS, as part of the Roseland Road Sewer Expansion Project, County and City will only share in the costs of constructing a 6" diameter sanitary sewer force main from the intersection of Roseland Road and Corporate Park Drive approximately 2,215 linear feet north to the intersection of Roseland Road and Sunset Drive, as depicted on **Attachment "A"**, that will allow the Donald MacDonald Campground; City Public Works Compound and various City airport properties to connect to the centralized sewer system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the County and City hereby agree as follows:

1. The foregoing recitals are true and incorporated as if fully restated herein.
2. Cost of sanitary force main system along Roseland Road. The estimated cost of the construction of the sanitary sewer force main system is \$87,896.19. The County will pay \$58,597.52 (2/3 this cost) and the City will pay \$31,485.97 which includes the cost estimates of the project (\$29,298.67), See **Attachment B**, and the City's share of the construction bond split 2/3 County to 1/3 City (\$2,187.30).
3. Installation of Force Main. Within 30 days of County providing notice to the City that it is ready to construct the sanitary sewer collection and transmission system for Donald MacDonald Campground, City shall pay County \$31,485.97. Once the City pays County \$31,485.97, the County will begin the construction of the 6" sanitary sewer force main along Roseland Road.
4. Finalization of the Costs for the System for Donald MacDonald Campground. Upon completion of the sanitary sewer force main along Roseland Road, the County shall provide the City with the final (actual) cost for the sanitary sewer

force main. Within 10 business days of the County providing the City with such costs, City shall pay County the City's proportionate share of the additional costs over the amount estimated in section 2, above, if applicable.

If the final (actual) cost for the Roseland Road Sewer Expansion Project is less than the amount estimated in section 2, above, the County shall reimburse City the difference between the City's proportionate share estimated amount and the City's final (actual) proportionate share cost.

5. Applicable Law; Venue. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.
6. [MAI] . To the limits and extent set forth in section 768.28, Florida Statutes, City shall indemnify and hold harmless the County, its commissioners, officers, agents, officials, employees, and subcontractors from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of either the City or any of its respective agents, officers, or employees in connection with the performance of this Agreement. However, nothing contained in this agreement shall be construed as the City waiving its immunity pursuant to §768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity as to the claims of third parties.
- 7.
8. Effective Date. This Agreement shall become effective upon execution of the parties.

IN WITNESS WHEREOF, City and County have executed this instrument this ___ day of _____, 2021.

CITY OF SEBASTIAN
1225 Main Street,
Sebastian, Florida 32958

INDIAN RIVER COUNTY, FLORIDA

By: _____
Paul E. Carlisle, City Manager

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

ATTEST:

Approved by BCC _____

Jeanette Williams, City Clerk

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency

Manny Anon, Jr.
City Attorney

Dylan Reingold
County Attorney

Jason E. Brown,
County Administrator