

SECOND AMENDMENT TO INDIAN RIVER COUNTY CARES ACT AGREEMENT

THIS SECOND AMENDMENT TO INDIAN RIVER COUNTY CARES ACT AGREEMENT (“Amendment”) is entered into as of the ___ day of _____, 2021 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“Recipient”), and City of Sebastian, a municipality, whose address is 1225 Main Street, Sebastian, Florida, 32958 (the “Subrecipient”).

RECITALS

WHEREAS, Recipient and Subrecipient entered into the Indian River County CARES Act Agreement, which set forth a scope of work for the use of CARES Act funds by the Subrecipient (the “Agreement”); and

WHEREAS, the Recipient and Subrecipient amended the initial scope of work which reallocated money between the initially proposed funding categories; and

WHEREAS, the Recipient and Subrecipient wish to amend the Agreement to increase the funding from \$924,322 to \$1,074,322, which will be distributed between the programs described in the Revised Scope of Work.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Amendment of Section 18 PAYMENTS**. Section 18 of the Agreement is stricken in its entirety and replaced to read as follows:

“(18) **PAYMENTS**

- a. The Recipient will make reimbursements to Subrecipient in the maximum amount of \$1,074,322.”

3. **Amendment of Section 31 (Scope of Work)**. Section 31 of the Agreement is stricken in its entirety and replaced to read as follows:

“(31) **SCOPE OF WORK**

The Sub recipient shall perform the tasks as identified and set forth in the Revised Scope of Work, which is Second Revised Attachment A.”

4. Revised Attachment “A” to the Agreement shall be removed and replaced with Second Revised Attachment “A”, which is attached to this Amendment.

5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Recipient and Subrecipient 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



December 22, 2020

Jason Brown
County Administrator
1801 27th Street, Bldg. A
Vero Beach, FL 32960

Subject: CARES Act Revised Spending Plan

Jason,

At this time, the following is our best estimation of expenditures of CARES Act funding.

- 1. \$255,000.00 for COVID Required Direct Expenditures:**
The City anticipates using this amount as reimbursement for the direct cost we have incurred and expect to continue using for special supplies and equipment needed to handle operations during the pandemic. This includes such expenses as adding technology to connect employees working from home and for conducting remote public meetings; disinfectant supplies and equipment; wellness guards at workstations serving the public; non-contact thermometers; and other expenses considered necessary to responsibly operate.
- 2. \$110,000.00 to COVID Required Employee Sick Leave/Time:**
The City will next use the allocation as reimbursement for the unbudgeted payroll expenses on City of Sebastian employees whose time was diverted to functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency and payroll expenses of providing paid sick and paid family and medical leave to enable compliance with COVID-19 public health precautions.
- 3. \$403,500 to COVID-19 Small Businesses and Their Employees Grants:**
We discontinued this program as of September 20, 2020. We paid \$380,000 directly to small business owners impacted by the pandemic, plus another \$23,500 to those employees impacted that lived within our City limits and worked for those small businesses that qualified for those grants.
- 4. \$53,898 to COVID-19 Rent and Mortgage Relief:**
The City has ended the application period and expects to mail checks tomorrow for the qualified applicants we have processed. This included a review of previous applications in consideration of the change in guidelines to include payments that were not past-due and \$1,500 per month providing no more than \$4,500 was paid.
- 5. \$101,924 Remainder to Other Qualified COVID-19 Expenditures:**
The remainder of the total allocation will be used as much as possible for additional expenditures in the above categories as necessary to expend the total \$924,322 allocation before December 30, 2020.

As we notified the County on December 18, 2020, we believe we will also incur another \$150,000 over the months of January to March 2020. This is expected to include as much as \$100,000 on PPE and Covid-19 related purchases and possibly another \$50,000 of rent and mortgage assistance.

Once again, we appreciate that these funds have been made available.

Respectfully,

Kenneth W. Killgore
Administrative Services Director/CFO
City of Sebastian

cc: Paul Carlisle, City Manager
Kristin Daniels, Director – Office of Management & Budget