

**FIRST AMENDMENT TO 2023
INTERLOCAL AGREEMENT
PROPOSED MEDICAL EXAMINER FACILITY**

THIS IS A FIRST AMENDMENT TO THE 2023 INTERLOCAL AGREEMENT by and between the **MEDICAL EXAMINER FOR THE 19TH JUDICIAL CIRCUIT** (“ME”), the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE** (the “Trustees”), and **INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY**, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (the “Counties”), which was entered into for the purpose of locating, designing, permitting and constructing a new facility for the ME (the “New Improvements” or “Project”).

WHEREAS, the Parties entered into an Interlocal Agreement in 2023 for the purposes of locating, designing, permitting and constructing New Improvements for the ME; and

WHEREAS, the Parties have completed the process of locating the New Improvements (through a long-term lease with the Trustees) and have also completed and approved the design of the New Improvements and are in the process of permitting the construction of the Facility; and

WHEREAS, the Architect designing the New Improvements has provided the Parties with an estimate of the cost to construct the New Improvements as set forth herein; and

WHEREAS, each of the Counties has budgeted and appropriated the monies needed to fund the construction of the New Improvements based on the County share calculation set out in Section 4a ix in the 2023 Interlocal Agreement; and

WHEREAS, the Parties desire to amend the 2023 Interlocal Agreement to provide more specificity as to how the New Improvement will be funded and how the Contractor will be procured.

NOW THEREFORE, in consideration of the mutual advantages afforded to the Parties, the Trustees, the Counties, and the ME agree as follows:

1. **General.** This Amendment is entered into pursuant to Section 163.01, Fla. Stat., the Florida Interlocal Cooperation Act.
2. **Recitals.** These Parties adopt and ratify those matters set forth in the foregoing recitals.
3. Paragraph 4d “Phase 3 Construction” is amended to read as follows:

d. **Phase 3 Construction**

- i. The Architect's estimated cost to construct the New Improvements is twenty-two million and 0/100 (\$22,000,000.00) dollars (the "New Improvements Construction Budget"). Each of the Counties approved the New Improvements Construction Budget as defined and required by Section 4(d) of the Interlocal Agreement in November 2024 and approved St. Lucie proceeding with the competitive procurement and contracting of a Contractor for the New Improvements.
- ii. Each of the Counties have budgeted and appropriated the monies needed to fund the construction of the New Improvements Construction Budget based on the County share calculation formula set out in Section 4a ix of the 2023 Interlocal Agreement. The Counties shall provide the funds to St. Lucie within thirty (30) days from receipt of invoice from St. Lucie.
- iii. St. Lucie, for the benefit of the Non-Trustee Parties, shall, through a publicly advertised competitive process, in accordance with Florida Law and St. Lucie's Procurement Policy 11.I, competitively procure a contractor (the "Contractor") for the construction of the New Improvements in accordance with the approved Phase 2 Design Components (the "Work") by shortlisting contractors on a qualifications basis and then requesting bids from the shortlisted contractors. The Selection Committee shall review the qualifications of the contractors and shall recommend the shortlisting of the most highly qualified contractors. The final award criteria shall be a hard bid selection based on the lowest responsive, responsible bidder. St. Lucie shall then execute a Construction Contract with the selected Contractor including terms that are fair, competitive, and reasonable and the terms set forth below, with the selected Contractor.
- iv. In the event that the construction bids and ultimate contract award are below the New Improvements Construction Budget, St. Lucie will maintain the excess funds in trust for use as a contingency against change orders and claims, as per the Interlocal Agreement and Section 3(d)(v) below. In the event that the lowest responsive, responsible bid exceeds the New Improvements Construction Budget, St. Lucie shall advise the Counties of the additional contributions necessary per the sharing structure of the Interlocal Agreement. If all Counties agree on the additional costs, each County shall fund its pro rata share of the additional costs per Paragraph 4(a)(ix) of the Interlocal Agreement and amend the New Improvements Construction Budget to correspond to the construction bid referenced in (iii) above. If there is no unanimous agreement of the Counties on the additional costs, St. Lucie will, in its sole discretion, either (1) work with

the Architect to evaluate cost saving measures (value engineering) to reduce project scope or design, material costs, or modification of other project elements, while maintaining the objectives of the New Improvements, and rebid the Project; or (2) the Project shall not proceed and this Interlocal Agreement shall expire. In the event the Project is completed at a total cost that is less than the New Improvements Construction Budget, St Lucie County shall return the remainder to the Counties per their pro rata share contribution.

- v. Nothing in this Agreement shall obligate the Counties to provide funding for the construction of the Facility in excess of the approved New Improvements Construction Budget. The monies provided by the Counties to fund the approved New Improvements Construction Budget shall be used to fund the New Improvements only and for no other purpose.
 - (1) Change Orders that increase the New Improvements Construction Budget shall be addressed as set forth in the Interlocal Agreement. Change Orders related to the approved architectural plans that maintain the construction costs within the New Improvements Construction Budget or for other non-monetary relief, including time, may be approved by St. Lucie in its sole discretion, with notice and copy of the Change Order to the Non-Trustee Parties. Change Orders adding new work scope requires unanimous approval by the Counties per the Interlocal Agreement.
 - (2) Judgments or rulings on claims raised by the Contractor, and all defense or prosecution costs incurred by St. Lucie, shall be paid by the Counties in accordance with their pro rata sharing of costs as set forth in Paragraph 4(a)(ix) of the Interlocal Agreement. Settlements on any such claims or judgments must be unanimously approved by the Counties, and upon approval, shall be paid by the Counties in accordance with their pro rata sharing of costs as set forth in the Interlocal Agreement
- vi. The Construction Contract shall, *inter alia*, include each of the following requirements related to all work under the Construction Contract:
 - 1. the furnishing of a public construction bond in a form consistent with Section 255.05, Fla. Stat., with St. Lucie named as co-obligee;
 - 2. retainage in an amount acceptable to St. Lucie for the Work, until the Completion of the Work (including a retainage of 5% of the total value of the construction contract) and required at 50% completion as set forth in Section 255.078, Fla. Stat.;

3. payment by the Contractor of liquidated damages for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion;
 4. a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum, by no later than the Required Completion Date;
 5. the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to St. Lucie;
 6. the provision of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to St. Lucie, with the Counties as a named insured;
 7. the Counties shall be named as a third-party beneficiary in the Construction Contract.
4. After Final Completion of the Project, St. Lucie County shall provide the Counties with a final Project accounting depicting final cost of the work relative to the New Improvements Construction Budget, including deviations from initial contract price; and in the event of any remainder monies, St Lucie County shall provide an accounting on the disbursements back to the Counties in accordance with their pro rata contributions.
 5. Except as amended herein the remaining terms and conditions of the 2023 Interlocal Agreement shall remain in full force and effect.
 6. This First Amendment shall be filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties have executed this First Amendment by their duly authorized officials on the dates stated below. This First Amendment may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

WITNESS:

(SEAL)

**DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE**

BY: _____

Date: _____

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

GENERAL COUNSEL

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA**

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

WITNESS:

Notary Public (and Seal)

**MEDICAL EXAMINER DISTRICT 19,
FLORIDA**

By: _____

Date: _____