



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

4/19/2022

Subject:

Time extension Amendment for the Save Our Indian River Lagoon St. Johns River Water Management District Crane Creek / M-1 Canal Flow Restoration Project (District 5)

Fiscal Impact:

This board action does not change the funding amount from the Save Our Indian River Lagoon Trust Fund, but delays the timing of anticipated cost-share distributions.

Dept/Office:

Natural Resources Management Department (NRMD)

Requested Action:

Authorize the Chair to execute a 3-year time extension amendment for the St. Johns River Water Management District Cost-Share Funding Interlocal Agreement Number SOIRL 18-68.

Summary Explanation and Background:

The Board of County Commissioners, in regular session on April 10, 2018, approved the 2018 Save Our Indian River Lagoon Plan Update, which included \$2,033,944 for the St. Johns River Water Management District (SJRWMD) Crane Creek / M-1 Canal Flow Restoration Project. This same cost-share remains in the most recent Save Our Indian River Lagoon Plan Update approved by the Board on February 22, 2022.

This \$21.3 million project will treat and partially redirect baseflows and storm flows from 5,300 acres that are currently draining to the Indian River Lagoon but historically drained to the St. Johns River basin. The project will include an operable water control structure, two pumping stations, and a stormwater treatment area to remove nutrients and suspended solids. This major re-diversion project is estimated to restore up to 7 million gallons per day of freshwater to the St. Johns River basin and reduce up to 24,000 pounds of nitrogen and 3,100 total pounds of phosphorus from reaching the Indian River Lagoon annually.

SJRWMD experienced design delays associated with land acquisition/obtaining a flow easement from the Lake Washington mitigation bank. A project re-design is currently underway to modify the western discharge location. Per the Save Our Indian River Lagoon cost-share contract, time extensions of more than a year must be approved by the Board. The enclosed extension is for 3 years, with project completion anticipated in June 2025.

Clerk to the Board Instructions:

Please execute two original copies of Amendment 1 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

April 20, 2022

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.2., Time Extension Amendment for the Save Our Indian River Lagoon (SOIRL) St. Johns River Water Management District (SJRWMD) Crane Creek/M-1 Canal Flow Restoration Project

The Board of County Commissioners, in regular session on April 19, 2022, executed and approved a three-year time extension amendment for SJRWMD Cost-Share Funding Interlocal Agreement Number SOIRL 18-68. Enclosed are two executed Agreements.

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

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, appearing to read "Donna Scott".

Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: St. Johns River Water Management District		2. Amount: \$0
3. Fund/Account #: 1260/271190	4. Department Name: Natural Resources Management	
5. Contract Description: Crane Creek/M-1 Canal Flow Restoration Amendment 1		
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

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Breeden, Terri

Digitally signed by Breeden, Terri
Date: 2022.03.28 15:30:51 -04'00'

Purchasing

☒
☐

Summer of Wyllie-Vitt

Digitally signed by Wyllie-Vitt, Summer
Date: 2022.04.01 07:52:20 -04'00'

Risk Management

☒
☐

Wilson, Shannon

Digitally signed by Wilson, Shannon
Date: 2022.03.31 10:32:45 -04'00'

County Attorney

☒
☐

Balser, Heather

Digitally signed by Balser, Heather
Date: 2022.03.31 13:51:16 -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"/>



BOARD OF COUNTY COMMISSIONERS

Natural Resources Management Department

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

4/19/2022
Inter-Office Memo

TO: The Honorable Kristine Zonka, Chair
Board of County Commissioners

THROUGH: Frank Abbate, County Manager *F. 2.*
John Denninghoff, Assistant County Manager
Virginia Barker, Director, Natural Resources Management (NRM) *Barker,*
Tom Belflower, Support Services Manager, NRM *Belflower,*

FROM: Terri Breeden, Environmental Section Supervisor, NRM *Breeden,*
Tom *Terri*

DATE: June 14, 2022

SUBJECT: Save Our Indian River Lagoon Cost-Share Funding – Interlocal Agreement
Amendment Between Brevard County and St. Johns River Water Management
District

Digitally signed by Barker,
Virginia
Date: 2022.06.14
18:51:23 -04'00'

Digitally signed by
Belflower, Tom
Date: 2022.06.14
15:42:04 -04'00'

Digitally signed by
Breeden, Terri
Date: 2022.06.14
14:55:05 -04'00'

We respectfully request your signature on the attached grant amendment between Brevard County and the St. Johns River Water Management District for the Crane Creek M-1 Canal Project. This project was approved by the County Commission and included in the 2022 Update to the Save Our Indian River Lagoon Project Plan on February 22, 2022.

This project will reduce the amount of excess nutrients flowing to the Indian River Lagoon by treating and diverting baseflows and storm flows back to the St. Johns River basin through the installation of a weir and stormwater treatment area. The nutrient reduction benefit is estimated to be 24,000 pounds per year of total nitrogen. The Save Our Indian River Lagoon Trust Fund cost-share for this project is \$2,033,944.

This amendment is a no-cost time extension with a revised completion date of June 30, 2025, updating the project managers, progress report due dates, E-Verify, and severability language. St. Johns River Water Management District also provided an updated statement of work and cost-share table with the most recent project changes.

Please contact Terri Breeden at terri.breeden@brevardfl.gov or 321-350-8407 with questions or to arrange for pick-up.

Thank you.

Attachment A – August 5, 2020 Clerk's Memo

Attachment B – AO-29 Form

Attachment C – SJRWMD Crane Creek M-1 Canal Amendment 1

AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FLORIDA

AGREEMENT NUMBER: SOIRL 18-68

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 St. Johns River Water Management District, Florida, a public body existing under Chapter 373, Florida Statute (hereinafter "DISTRICT").

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-68 on January 4, 2019 ("Agreement"); and

WHEREAS, the DISTRICT experienced delays in design due to obtaining the flow easement from the Lake Washington mitigation bank, land acquisition. A re-design is also underway to modify the discharge location; and

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 June 30, 2025 ("Completion Date"). DISTRICT 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. Section 5. Project Management is amended to change the COUNTY and DISTRICT Project Managers to the following:

COUNTY

Terri Breeden
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: Terri.Breeden@brevardfl.gov

DISTRICT

Christopher Williams
Grants Analyst
St. Johns River Water Management
District
P.O. Box 1429
Palatka, FL 32178-1429
386-643-1195
E-mail: cwilliam@sjrwmd.com

3. Section 7. Progress Reports and Performance Monitoring subsection b is amended to read as follows:

b. The DISTRICT shall use the COUNTY'S **Project Progress Report Form**,

Attachment B. DISTRICT shall submit the Project Progress Reports to the COUNTY'S Project Manager within twenty (20) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

4. The following section is added to the Agreement:

Section 28. Employment Eligibility Verification (E-Verify):
The DISTRICT:

- e. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

5. The following section is added to the Agreement:

Section 29. Severability.

If any portion of this Contract 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.

- 6. Attachment A is amended and replaced with the revised Attachment A as attached hereto.
- 7. Attachment E is amended and replaced with the revised Attachment E as attached hereto.
- 8. All terms and conditions of the Agreement, incorporated herein by this reference, not inconsistent with the provisions of this First Amendment, 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: 

Date: 6/11/22

Kristine Zonka, Chair

As Approved by the Board on April 19, 2022

Attest


Rachel Sadoff, Clerk

Date: 6/15/2022

Reviewed for legal form and content for Brevard County

6-8-2022


Heather A. Balser, Assistant County Attorney

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FLORIDA

By: _____

Name: Michael A. Register, P.E.

Title: Executive Director

Date: _____

Attest

By: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT A
STATEMENT OF WORK
CRANE CREEK / M-1 CANAL FLOW RESTORATION**

I. PROJECT BACKGROUND:

The Project will be located in the Cities of West Melbourne, Melbourne Village and Melbourne as well unincorporated Brevard County; Lat/Long (28° 05' 07" W, -80° 41' 37" N). See Figure See Figures 1 and 2 for a location map and site plan.

The M-1 Canal is a century old artificial flood control feature in Brevard County that cuts through the coastal ridge, diverting stormwater runoff from 5,300 acres of the historic St. Johns River (SJR) basin to the Indian River Lagoon (IRL). This diverted flow contains nitrogen, phosphorous, suspended solids and freshwater, which negatively impacts the IRL. The IRL is listed as impaired for nutrients and has an adopted Total Maximum Daily Loads (TMDL) and a Basin Management Action Plan (BMAP). Reduction of nutrient loading is essential to protecting and restoring the health of the estuary. The Crane Creek / M-1 Canal Flow Restoration Project (the Project) will treat and return a portion of the currently diverted runoff back to the SJR.

II. PROJECT DESCRIPTION:

The Project will treat and return diverted baseflows and storm flows back to the SJR basin. The Project will include an operable water control structure located near the natural coastal ridge, two pumping stations, and a stormwater treatment area to remove nutrients and suspended solids prior to release to the SJR basin. The Project will provide the following benefits:

- Removal of up to 24,000 pounds per year of total nitrogen (TN) IRL loadings
- Removal of up to 3,100 pounds per year of total phosphorous (TP) IRL loadings
- Restoration of up to 7.0 million gallons per day (MGD) of freshwater to the SJR basin.

Major components of the project include:

- Design and permitting
- Construction of an operable control structure, pumping stations, stormwater pipelines, stormwater treatment area, and appurtenances

III. TASKS and DELIVERABLES:

Task #1: Design and Permitting

Task Description:

Task 1 will include developing Construction Documents consisting of Drawings and Specifications; developing applicable local, State, and federal permit application packages; and preparing final Construction Cost Opinions.

Documentation: Design with technical specifications for construction of the Project. Final design plans and specifications shall be suitable for construction. The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment

request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The County's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the County's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task #2 Construction

Task Description:

Task 2 will include all work necessary to construct, furnish and install all elements designed and permitted in Task 1 in accordance with the final design(s) and required permits. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Bid documents will be prepared for a formal advertisement and bidding process so that the construction work can be performed sub-contractually.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request, and dated color photographs of on-going work representing the time period covered in the payment request.

Performance Standard: The County's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the County's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE: The tasks must be completed and all deliverables received by the corresponding task end date.

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting	10/1/2018	11/30/2022
2	Construction	Upon completion of Task 1	6/30/2025

IV. BUDGET: Estimated Reimbursement Schedule: Project reimbursements will be requested. The following is the estimated amounts per quarter:

Task No.	Q1/2019	Q2/2019	Q3/2019	Q4/2019				
1	\$25,000	\$25,000	\$25,000	\$25,000	-	-	-	-
2	-	-	-	-				

Task No.	Q1/-2023	Q2/-2023	Q3/-2023	Q4/-2023	Q1/2024	Q2/-2024	Q3/2024	Q4/2024
1	-	-	-	-	-	-	-	-
2	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743

V. OTHER:

Deliverables: Quarterly and final reports including pictures of progress made or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):

The design of this project is included in the St. Johns River Water Management District's FY 2021-2022 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding. The County Save Our Indian River Lagoon funding, however, accelerates the project by allowing construction to commence immediately upon completion of design. Without the County funding, construction would likely have been delayed.

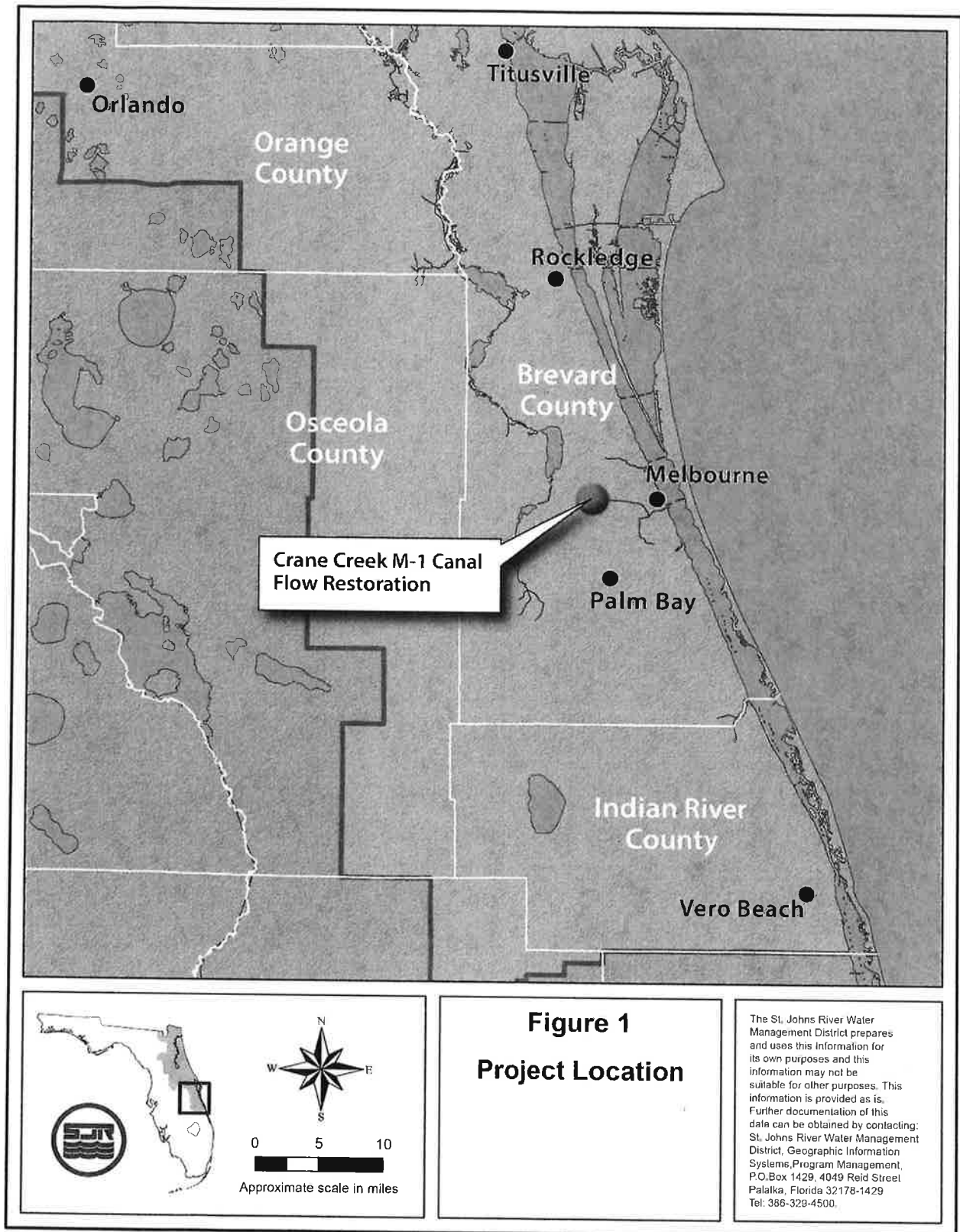


Figure 1. Crane Creek M-1 Canal Flow Restoration Project Location.

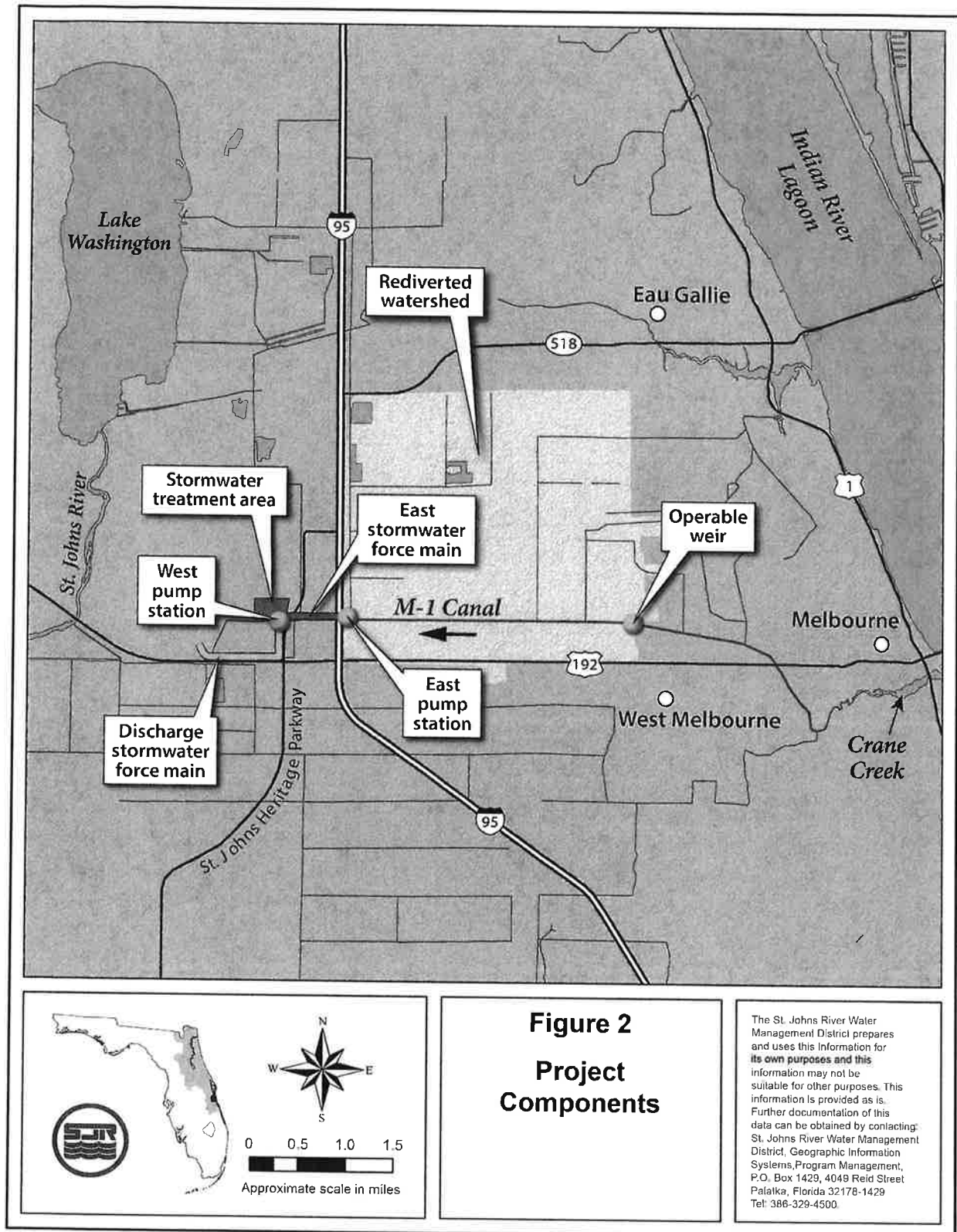


Figure 2. Crane Creek M-1 Canal Flow Restoration Project Components.

ATTACHMENT E

Recipient Name:		St. Johns River Water Management District
Project Name:		Crane Creek / M-1 Canal Flow Restoration
Agreement Number:		18-68

Estimated Project Cost-Share Table							
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match (SJRWMD)
1	Design and Permitting	\$2,100,000		\$100,000		\$100,000	\$1,900,000
2	Construction	\$19,200,000		\$2,350,000		\$1,933,944	\$14,916,056
	Total	\$21,300,000		\$2,450,000		\$2,033,944	\$16,816,056

Funding Eligibility Calculation		
Project Type		
BMP Type (If stormwater)		SW Trad BMP
Pounds of Nitrogen Reduction		24,000
Eligible Cost Share per Pound		\$397
Eligible Tax Funding Cost Share		\$9,131,000
Reduction so Sum of Grants does not exceed Project Cost		\$7,097,056
Eligible Lagoon Tax Cost Share, Adjusted		\$2,033,944
Percent Cost Share to be contributed by the Lagoon Tax		10%

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Christopher Williams
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The DISTRICT:

- e. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

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Section 29. Severability.

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6. Attachment A is amended and replaced with the revised Attachment A as attached hereto.
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As Approved by the Board on April 19, 2022

Attest


Rachel Sadoff, Clerk

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Reviewed for legal form and content for Brevard County

6-8-2022


Heather A. Balser, Assistant County Attorney

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FLORIDA

By:  _____

Name: Michael A. Register, P.E.

Title: Executive Director

Date: 6/22/2022

Attest

By: _____

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2	Construction	Upon completion of Task 1	6/30/2025

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2	-	-	-	-				

Task No.	Q1/-2023	Q2/-2023	Q3/-2023	Q4/-2023	Q1/2024	Q2/-2024	Q3/2024	Q4/2024
1	-	-	-	-	-	-	-	-
2	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743

V. OTHER:

Deliverables: Quarterly and final reports including pictures of progress made or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):

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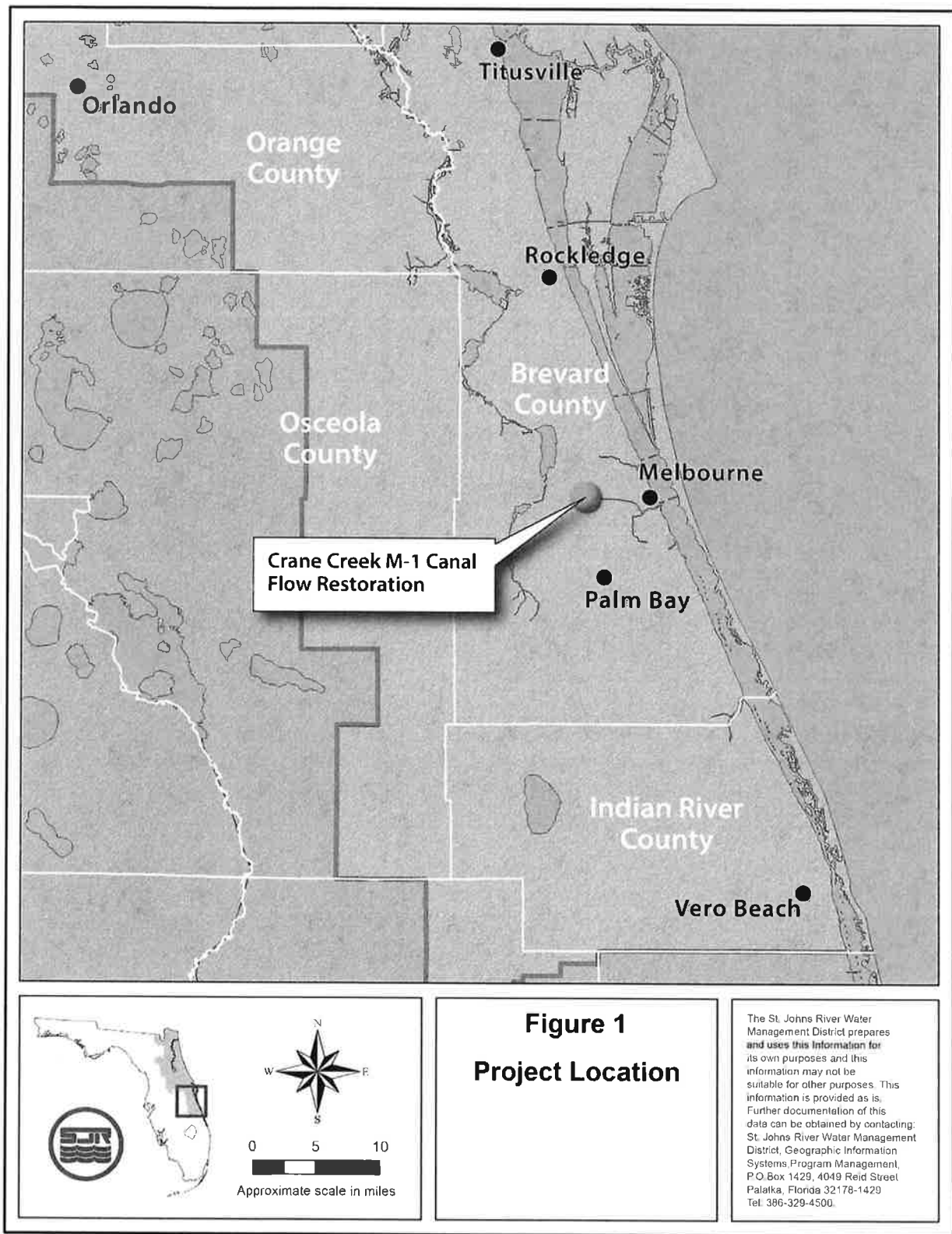


Figure 1. Crane Creek M-1 Canal Flow Restoration Project Location.

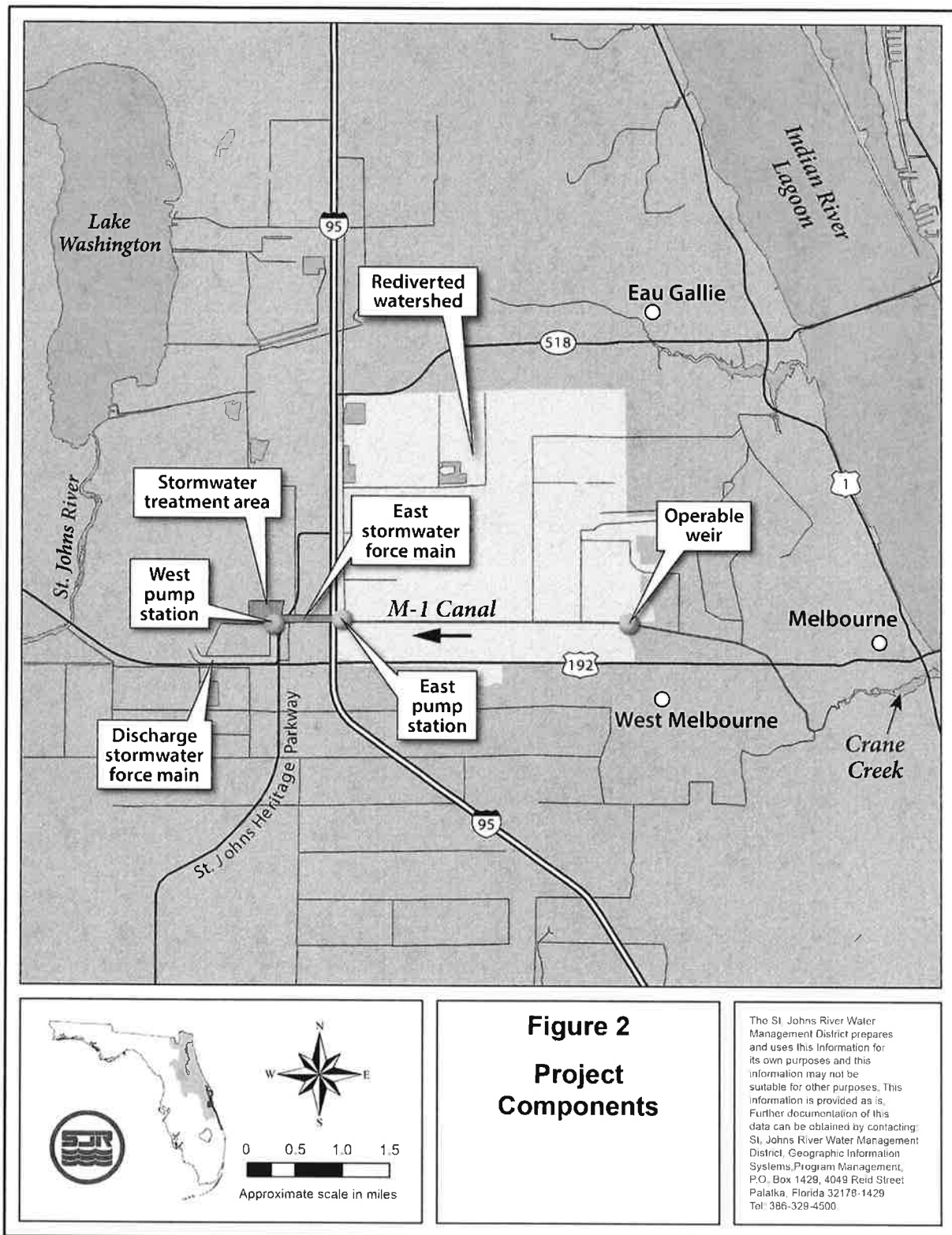


Figure 2. Crane Creek M-1 Canal Flow Restoration Project Components.

ATTACHMENT E

Recipient Name:	St. Johns River Water Management District
Project Name:	Crane Creek / M-1 Canal Flow Restoration
Agreement Number:	18-68

Estimated Project Cost-Share Table						
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted
1	Design and Permitting	\$2,100,000		\$100,000		\$1,900,000
2	Construction	\$19,200,000		\$2,350,000		\$14,916,056
	Total	\$21,300,000		\$2,450,000		\$16,816,056

Funding Eligibility Calculation	
Project Type	
BMP Type (If stormwater)	SW Trad BMP
Pounds of Nitrogen Reduction	24,000
Eligible Cost Share per Pound	\$397
Eligible Tax Funding Cost Share	\$9,131,000
Reduction so Sum of Grants does not exceed Project Cost	\$7,097,056
Eligible Lagoon Tax Cost Share, Adjusted	\$2,033,944
Percent Cost Share to be contributed by the Lagoon Tax	10%

AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE
FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FLORIDA

AGREEMENT NUMBER: SOIRL 18-68

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 St. Johns River Water Management District, Florida, a public body existing under Chapter 373, Florida Statute (hereinafter "DISTRICT").

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-68 on January 4, 2019 ("Agreement"); and

WHEREAS, the DISTRICT experienced delays in design due to obtaining the flow easement from the Lake Washington mitigation bank, land acquisition. A re-design is also underway to modify the discharge location; and

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 June 30, 2025 ("Completion Date"). DISTRICT 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. Section 5. Project Management is amended to change the COUNTY and DISTRICT Project Managers to the following:

COUNTY

Terri Breeden
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: Terri.Breeden@brevardfl.gov

DISTRICT

Christopher Williams
Grants Analyst
St. Johns River Water Management
District
P.O. Box 1429
Palatka, FL 32178-1429
386-643-1195
E-mail: cwilliam@sjrwmd.com

3. Section 7. Progress Reports and Performance Monitoring.

- a. The DISTRICT shall use the COUNTY'S **Project Progress Report Form, Attachment B**. DISTRICT shall submit the Project Progress Reports to the COUNTY'S Project

Manager within twenty (20) days after the closing date of each calendar quarter (March 20, June 20, September 20 and December 20).

4. The following section replaces Section 14 to the Agreement:

Sovereign immunity, Liability, and Insurance.

To the extent provided by law, the DISTRICT shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the DISTRICT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with this Contract, to the extent and within the limitations of Section 768.28, Florida Statutes. The DISTRICT accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or DISTRICT beyond the waiver provided for in Section 768.28, Florida Statutes, as may be amended. Nothing contained herein shall constitute agreement by the DISTRICT to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers or employees. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

The parties acknowledge that specific consideration has been exchanged for this indemnification provision. This indemnification shall survive the termination of this Contract.

5. The following section is added to the Agreement:

Section 28. Employment Eligibility Verification (E-Verify):
The DISTRICT:

- e. shall require any contractor to provide the District 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. The following section is added to the Agreement:

Section 29. Severability.

If any portion of this Contract 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. Attachment A is amended and replaced with the revised Attachment A as attached hereto.
8. Attachment E is amended and replaced with the revised Attachment E as attached hereto.
9. All terms and conditions of the Agreement, incorporated herein by this reference, not inconsistent with the provisions of this First Amendment, 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: 

Date: April 19, 2022

Kristine Zonka, Chair

As Approved by the Board on April 19, 2022

Attest


Rachel Sadoff, Clerk

Date: April 19, 2022

Reviewed for legal form and content for Brevard County

 3-31-2022
Heather A. Balser, Assistant County Attorney

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, FLORIDA

By: _____

Name: Michael A. Register, P.E.

Title: Executive Director

Date: _____

Attest

By: _____

Name: _____

Title: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.

RACHEL M. SADOFF, Clerk to the Board

Date 4/19/22 By D. Thomas
Deputy Clerk

**ATTACHMENT A
STATEMENT OF WORK
CRANE CREEK / M-1 CANAL FLOW RESTORATION**

I. PROJECT BACKGROUND:

The Project will be located in the Cities of West Melbourne, Melbourne Village and Melbourne as well unincorporated Brevard County; Lat/Long (28° 05' 07" W, -80° 41' 37" N). See Figure See Figures 1 and 2 for a location map and site plan.

The M-1 Canal is a century old artificial flood control feature in Brevard County that cuts through the coastal ridge, diverting stormwater runoff from 5,300 acres of the historic St. Johns River (SJR) basin to the Indian River Lagoon (IRL). This diverted flow contains nitrogen, phosphorous, suspended solids and freshwater, which negatively impacts the IRL. The IRL is listed as impaired for nutrients and has an adopted Total Maximum Daily Loads (TMDL) and a Basin Management Action Plan (BMAP). Reduction of nutrient loading is essential to protecting and restoring the health of the estuary. The Crane Creek / M-1 Canal Flow Restoration Project (the Project) will treat and return a portion of the currently diverted runoff back to the SJR.

II. PROJECT DESCRIPTION:

The Project will treat and return diverted baseflows and storm flows back to the SJR basin. The Project will include an operable water control structure located near the natural coastal ridge, two pumping stations, and a stormwater treatment area to remove nutrients and suspended solids prior to release to the SJR basin. The Project will provide the following benefits:

- Removal of up to 24,000 pounds per year of total nitrogen (TN) IRL loadings
- Removal of up to 3,100 pounds per year of total phosphorous (TP) IRL loadings
- Restoration of up to 7.0 million gallons per day (MGD) of freshwater to the SJR basin.

Major components of the project include:

- Design and permitting
- Construction of an operable control structure, pumping stations, stormwater pipelines, stormwater treatment area, and appurtenances

III. TASKS and DELIVERABLES:

Task #1: Design and Permitting

Task Description:

Task 1 will include developing Construction Documents consisting of Drawings and Specifications; developing applicable local, State, and federal permit application packages; and preparing final Construction Cost Opinions.

Documentation: Design with technical specifications for construction of the Project. Final design plans and specifications shall be suitable for construction. The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment

request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The County's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the County's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task #2 Construction

Task Description:

Task 2 will include all work necessary to construct, furnish and install all elements designed and permitted in Task 1 in accordance with the final design(s) and required permits. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Bid documents will be prepared for a formal advertisement and bidding process so that the construction work can be performed sub-contractually.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request, and dated color photographs of on-going work representing the time period covered in the payment request.

Performance Standard: The County's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the County's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE: The tasks must be completed and all deliverables received by the corresponding task end date.

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting	10/1/2018	11/30/2022
2	Construction	Upon completion of Task 1	6/30/2025

IV. BUDGET: Estimated Reimbursement Schedule: Project reimbursements will be requested. The following is the estimated amounts per quarter:

Task No.	Q1/2019	Q2/2019	Q3/2019	Q4/2019				
1	\$25,000	\$25,000	\$25,000	\$25,000	-	-	-	-
2	-	-	-	-				

Task No.	Q1/-2023	Q2/-2023	Q3/-2023	Q4/-2023	Q1/2024	Q2/-2024	Q3/2024	Q4/2024
1	-	-	-	-	-	-	-	-
2	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743	\$241,743

V. OTHER:

Deliverables: Quarterly and final reports including pictures of progress made or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):

The design of this project is included in the St. Johns River Water Management District's FY 2021-2022 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding. The County Save Our Indian River Lagoon funding, however, accelerates the project by allowing construction to commence immediately upon completion of design. Without the County funding, construction would likely have been delayed.

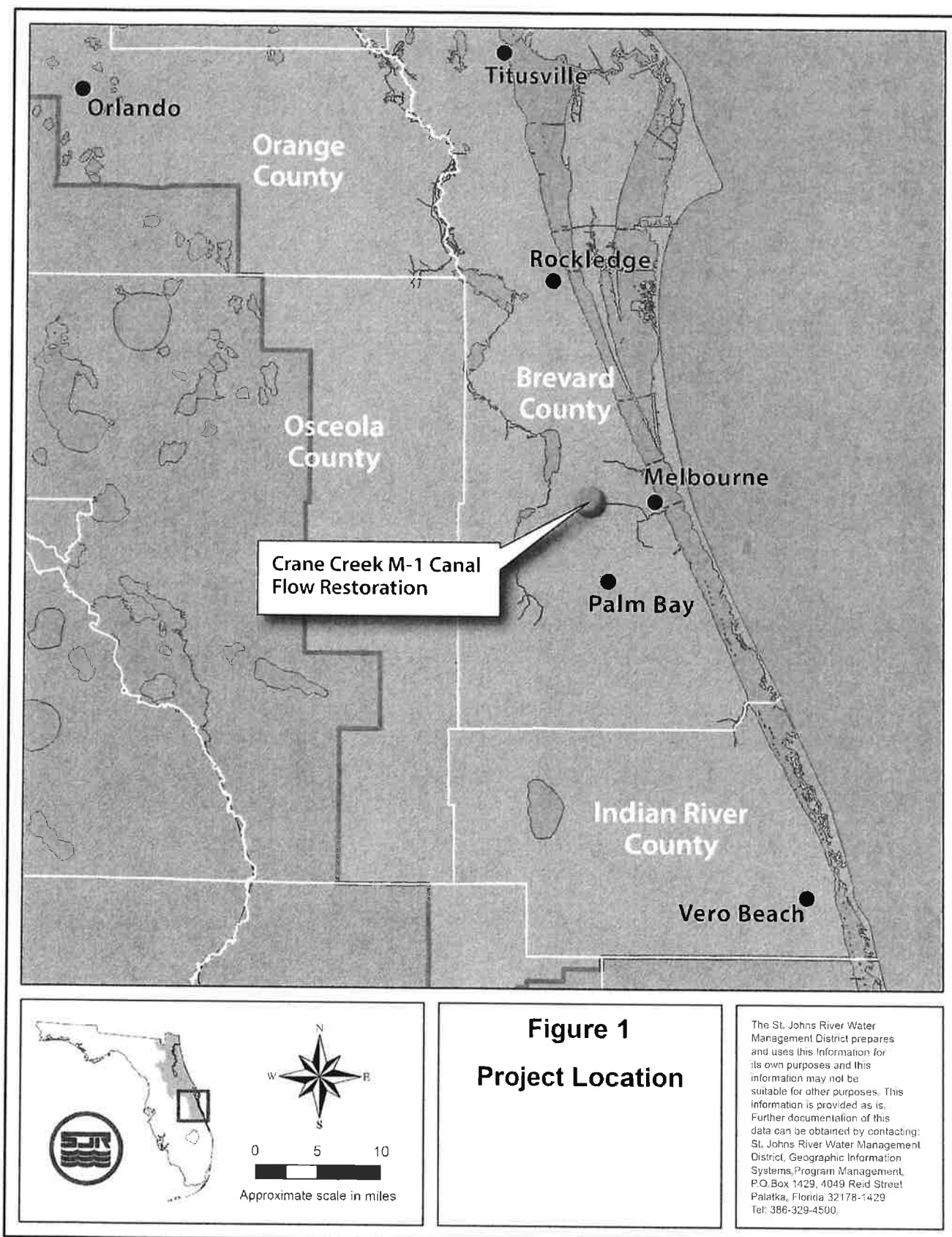


Figure 1. Crane Creek M-1 Canal Flow Restoration Project Location.

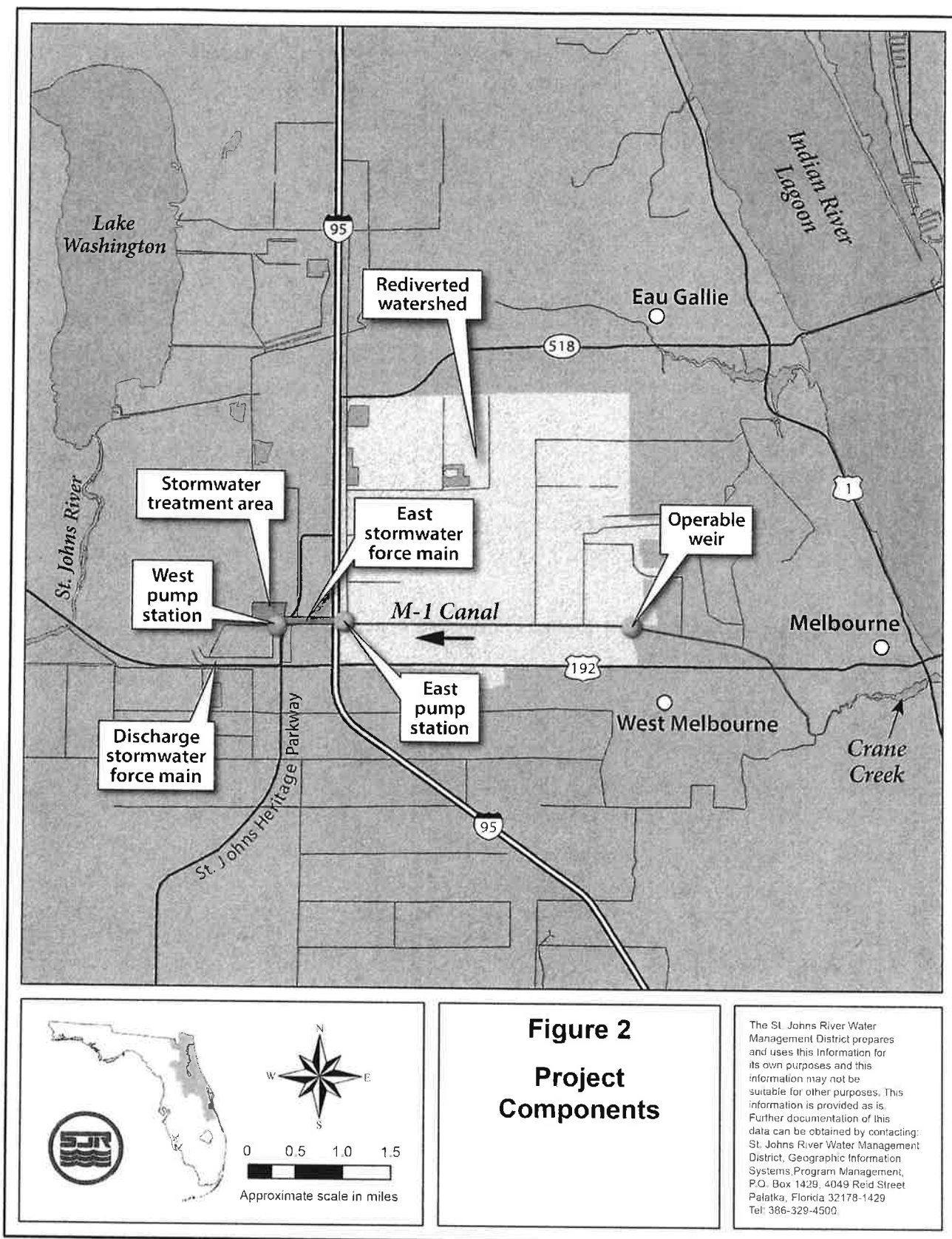


Figure 2. Crane Creek M-1 Canal Flow Restoration Project Components.

ATTACHMENT E

Recipient Name:		St. Johns River Water Management District
Project Name:		Crane Creek / M-1 Canal Flow Restoration
Agreement Number:		18-68

Estimated Project Cost-Share Table						
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted
1	Design and Permitting	\$2,100,000		\$100,000		\$100,000
2	Construction	\$19,200,000		\$2,350,000		\$1,933,944
	Total	\$21,300,000		\$2,450,000		\$2,033,944
						\$16,816,056

Funding Eligibility Calculation	
Project Type	
BMP Type (If stormwater)	SW Trad BMP
Pounds of Nitrogen Reduction	24,000
Eligible Cost Share per Pound	\$397
Eligible Tax Funding Cost Share	\$9,131,000
Reduction so Sum of Grants does not exceed Project Cost	\$7,097,056
Eligible Lagoon Tax Cost Share, Adjusted	\$2,033,944
Percent Cost Share to be contributed by the Lagoon Tax	10%