



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

7/22/2025

Subject:

Intergovernmental Agreement (IGA) between St Johns River Water Management District (SJRWMD) and Brevard County for muck disposal at the Sebastian River Dredge Material Containment Area (DMCA) as approved by the Board on July 8, 2025. (District 4)

Fiscal Impact:

None

Dept/Office:

Natural Resources Management Department (NRM), Save Our Indian River Lagoon (SOIRL) Program

Requested Action:

It is requested that the Board of County Commissioners authorize the County Manager to execute the IGA (substantially in the form of the attached draft and subject to review and approval by the County Attorney's Office and Risk Management); and authorize the County Manager to sign amendments.

Summary Explanation and Background:

In a regular meeting on July 8, 2025, the Board of County Commissioners authorized partnering with St Johns River Water Management District to use their Sebastian River DMCA for disposal of material dredged from the Eau Gallie Causeway area and the Grand Canal (including Indian Harbour Beach and Satellite Beach). Discussions with the District have been favorable, supporting approval of the IGA by the St. Johns River Water Management District Governing Board at their August 12, 2025 meeting.

Clerk to the Board Instructions:



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

July 23, 2025

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Intergovernmental Agreement (IGA) between St. Johns River Water Management District (SJRWMD) and Brevard County for Muck Disposal at the Sabastian River Dredge Material Containment Area (DMCA) as Approved by the Board on July 8, 2025

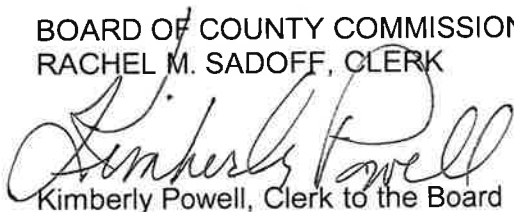
The Board of County Commissioners, in regular session on July 22, 2025, authorized the County Manager to execute the IGA, subject to review and approval by the County Attorney's Office and Risk Management; and authorized the County Manager to sign amendments.

Upon execution by all parties and recordation, please return a fully-executed copy of the Intergovernmental Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

cc: Contracts Administration
Risk Management
County Manager
County Attorney

**INTERGOVERNMENTAL AGREEMENT
MICCO WATER MANAGEMENT AREA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _ day of August, 2025, by and between BREVARD COUNTY, a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940 ("County"), and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429 ("District"), collectively referred to as the "Parties" and individually as a "Party." As used herein, all references to the Parties include the Parties, agents, contractors and employees.

RECITALS

WHEREAS, the District owns approximately 458 acres in Brevard County within the North Prong Sebastian River Basin, a sub-basin of the Indian River Lagoon Basin known as the Micco Water Management Area (MWMA), as more specifically depicted in Exhibit A to this Agreement.

WHEREAS, approximately 100 acres of the MWMA, known as the Sebastian River dredge material containment area (SRDMCA), stores sediments dredged during the Sebastian River Dredging and Sebastian Inlet Sand Removal Projects and is currently storing approximately 1.0 million cubic yards (CY) of sediment material.

WHEREAS, the SRDMCA is enclosed by perimeter berms constructed to a height of approximately +36 feet National Geodetic Vertical Datum of 1929 (NGVD). This is approximately 32 feet above the surrounding grade and contains four (4) distinct zones depicted in Exhibit B to this Agreement.

WHEREAS, on March 11, 2025, the County performed a volume capacity analysis of the SRDMCA and determined the existing surface elevations to the "ceiling" elevation within the four (4) zones provides for a volume capacity of an additional 522,572 CY of material, as more specifically described in Table 1 attached hereto as Exhibit C.

WHEREAS, the County requests the use of the SRDMCA to permanently dispose of approximately 500,000 CY of dewatered material dredged from Indian River Lagoon waterways throughout Brevard County, including but not limited to material from the (i) City of Satellite Beach Project Area, (ii) City of Indian Harbour Beach Project Area, and (iii) Eau Gallie Project Area, which will be transported via pipeline for dewatering to the Florida Inland Navigation District (FIND)-owned BV-52 Dredged Material Management Area (BV-52 DMMA) before being transferred to the SRDMCA for final placement (the Project).

WHEREAS, the County further requests permission to remove up to 100,000 CY of sand sediment previously deposited at the SRDMCA.

In consideration of the premises above, which are made a part of this Agreement, and the mutual terms, covenants and conditions contained herein, the District and the County agree as follows:

1. **Recitals:** The above recitals are true and correct and are hereby incorporated by reference into the Agreement.

2. **Purpose of Agreement:** The County and the District recognize that the Project serves a public purpose and provides a mutual benefit of improving the water quality and natural resources within the Indian River Lagoon. The Project will be designed and operated in a manner that minimizes the risk of an increase in flooding stages throughout the Project area as well as minimizing adverse impacts to the SRDMCA.

3. **Authorization:** The District authorizes the County to add no more than 500,000 CY of dewatered materials to the District's SRDMCA in accordance with the appropriate federal, state and local permits and agrees to comply with the pertinent provisions of US Army Corps of Engineers (USACE) Manual EM 385-1-1, dated November 20, 2014, to ensure safe operation of the facility.

4. **Effective Date and Term:** This Agreement is effective the date upon which the last party has signed the Agreement and shall remain in effect through January 31, 2032, or the Completion Date, whichever occurs first, unless terminated or extended upon mutual agreement of the parties. Time is of the essence for every aspect of this Agreement, including any time extension. The following provisions of the Agreement shall remain in full force and effect after the Completion Date as necessary to affect performance: Paragraphs 15, 16, 17, 18, 19, 21 and 22.

5. **Access:** The District will provide sufficient access to the SRDMCA. The County shall maintain the access route in an acceptable and passable condition at no cost to the District. The access route shall, upon the conclusion of the Project or this Agreement, whichever occurs sooner, be restored to its original condition. Access to the SRDMCA is restricted to the route designated by the District and to the hours between 7:00 a.m. to 6:00 p.m. The District will issue Special Use Authorization(s) to the County's contractor(s) in a form substantially similar to Exhibit D, upon receipt of the required Certificate(s) of Insurance naming the District as "Additional Insured." The District reserves the right to close the SRDMCA or access route in inclement weather if the District's project manager deems the access route unsafe. The County is responsible for securing any permits or other authorizations required for their access or activity under this Agreement and compliance with such permits or other authorizations and with any existing permits governing the SRDMCA and access.

6. **Scheduling:** The County is required to meet with the District project manager on-site prior to the start of the Project to assess the existing condition of the SRDMCA and the portions of the haul road located on District lands leading from the SRDMCA to Micco Road. Before the meeting, the County must submit evidence the following have been obtained: (i) all federal, state, and local permits, (ii) permission from the adjacent land to access their property, (iii) a

map showing the access routes the County will utilize to travel to and from MWMA, and (iv) a schedule of when material will be delivered to the SRDMCA with a corresponding map depicting which Zone will receive the materials. The District project manager must approve the schedule, the access routes and the location prior to the County's start of the Project.

7. **Coordination with the District and District Contractor(s):** Wherever work done by the District or the District's contractor(s) is contiguous to or overlaps the County's sand removal and/or the material placement at the SRDMCA, the respective rights of the various interests involved shall be established by the District. The County shall arrange its activities so as not to interfere with the District or the District's contractor(s).

8. **Deposit and Removal Documentation:** The County contractor is responsible for maintaining records of the quantity of material deposited at or removed from the SRDMCA. The records must be submitted to the District's project manager upon completion of the Project and at least once per month, beginning on the date the deposit or removal commences.

9. **Warranties:** The sand sediments removed from the SRDMCA are "as is." The District makes no representations or warranties as to the suitability of the sand being removed for any use or purpose. Nor shall anything herein be construed as approval of any use to which the sand may be put.

10. **Property Damage:** The County has the sole and complete responsibility for supervising the activities of any contractor selected to deposit, remove and haul sand materials to or from the SRDMCA. The County is responsible for repairing any damage to the SRDMCA or District property that may occur during the sand deposit, removal, and hauling operations, including the discharge of hazardous substances and other pollutants. Within 30 days of completion of the Project, the County must meet with the District project manager on-site to assess the post condition of the SRDMCA and access routes. All damages to District property must be repaired and the District's property restored to as good a condition as it was in immediately prior to County's use, wear and tear by the District and its contractors excepted, within 90 days of completion of the Project and prior to the expiration of this Agreement.

11. **Project Managers:** The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the project managers designated in Paragraph 12 for attempted resolution or action. The project managers are delegated by their respective employer's responsibility for overall coordination and oversight relating to the performance of the work under this Agreement. Each Party may change its designated Project Manager upon three business days' prior written notice to the other Party.

12. **Notices:** Any and all notices, request or other communications hereunder shall be in writing and shall be deemed delivered or received: i) on the date of delivery if transmitted by hand delivery with receipt therefore; or ii) on the date upon which the return receipt is signed or delivery is refused or non-deliverable, if sent by registered mail/return receipt requested; or iii) on the next business day, if mailed by any form of overnight mail service; or iv) by electronic mail if proof of receipt is obtained, to the following:

The District:

Melisa Diolosa, Strategic Planning Basin Coordinator
Bureau of Basin Management and Project Development
Division of Basin Management and Modeling
St. Johns River Water Management District
525 Community College Parkway
Palm Bay, Florida 32177
Phone: 321-676-6622
Email: mdiolosa@sjrwmd.com

The County:

13. **Termination:** This Agreement may be terminated for any reason by either party upon 60 days written notice to the other party. Each party to this Agreement reserves the right to unilaterally terminate this Agreement upon five days written notice for refusal by the other party to allow public access to all documents, papers, letters, or other materials related to this Agreement and subject to the provisions of Chapter 119, Florida Statutes.

14. **Insurance.** The County shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations. The County shall ensure that prior to entering onto the District's Property, all of the County's contractors are either covered under the terms of the County's insurance policies, or that each obtain similar policies and which, at a minimum, provide the following:

- General Liability Insurance covering personal injury and property damage in a minimum amount of \$1,000,000 single limit liability, with the District named as Additional Insured, and
- Automobile Liability Insurance with minimum coverage of \$500,000 single limit liability, and
- Either the statutory minimum Workers Compensation and Employer Liability Insurance with Waiver of Subrogation, or a WC exemption form.

The District shall be named as Additional Insured and provided Certificates of Insurance in the coverages required above. The Certificate of Insurance shall be directed to the St. Johns River Water Management District, Attention: Real Estate Services Program, PO Box 1429, Palatka, FL 32178-1429.

15. **County Assumes All Risks Associated with Materials.** As a consideration for the making of this Agreement, the County assumes all risks and liabilities associated with, in all

material respects, the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any pollutant or contaminant arising out of or in connection with, directly or indirectly, any environmental conditions attributable to the materials transported, provided, placed, or applied at, on, about, under or within the SRDMCA and/or DMMA, or any portion thereof, during the term of this Agreement. Nothing under the terms of this Agreement or any use contemplated hereby shall render the District liable for property damage, personal injury or death resulting from the use.

16. **Hold District Harmless from Liability and Indemnification.** The District shall bear no financial expense or obligation whatsoever to the County or any third party as a result of this Agreement. Nothing under the terms of this Agreement or any use contemplated hereby shall render the District liable for property damage, personal injury or death resulting from the use. The County Nothing under the terms of this Agreement or any use contemplated hereby shall render the District liable for property damage, personal injury or death resulting from the use. County agrees to indemnify, protect, defend, and hold SJRWMD, as well as their managers, officers, directors, agents, and employees, harmless from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) and expense of whatsoever kind and/or nature (including attorneys' fees) arising out of any violation or alleged violation by the County or County's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and Brevard County, including, without limitation, all applicable permits and conditions thereof in connection with, directly or indirectly, any environmental conditions attributable to the materials provided and applied to the SRDMCA and/or DMMA during the term of the Agreement and impacting the air, soil, surface water, groundwater, or soil vapor, at, on, about, under, or within the SRDMCA and/or DMMA, or any portion thereof. However, the parties agree to maintain respective liability for their own negligent or wrongful acts or omissions. Any provision, implication, or suggestion to the contrary is null and void.

17. **Non-Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28 of the Florida Statutes. Further, nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

18. **Non-Waiver of District's Regulatory Authority.** No provision in this Agreement shall be construed as a waiver of or contract with respect to the District's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules, and regulations.

19. **Inspection of Material.** The County, through its agents, contractors, employees, officers, and/or managers, shall inspect, analyze, and/or test the materials transported, provided, placed, or applied at, on, about, under or within the SRDMCA and/or DMMA in accordance with the Groundwater and Sediment Sampling Plan (the "Sampling Plan"), a copy of which is attached as

Exhibit E, and any amendments or extensions thereto, as agreed upon in writing by both parties. The County will provide the District with quarterly reports of the County's sampling events. If the materials (i) do not comply with the Sampling Plan and applicable laws, ordinances and regulations of the United States, State of Florida, and Brevard County, or (ii) are otherwise not suitable for placement within the SRDMCA and/or DMMA in the reasonable judgment of the County, then such materials must be disposed of in a lined landfill, at the County's sole cost and expense, subject to recommendation by the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection.

20. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. There are no understandings or dealings with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties.

21. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Brevard County, Florida; (2) each party shall bear its own attorney's fees, including appeals, unless otherwise provided herein; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

22. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representation, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

23. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

24. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

[Signatures appear on the following pages]

The parties hereto, by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latest of which shall be inserted in the introductory paragraph.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

By: _____
Michael A. Register, P.E.
Executive Director

Date: _____

ATTEST:

By: _____
Erin Preston
General Counsel

St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:

By: _____
Karen Ferguson
Office of General Counsel

BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, Interim County Manager

Date: _____
As Approved by the Board on _____

Approved for legal form and content
solely for Brevard County:

Heather Balser, County Attorney

DRAFT

Micco Water Management Area
SRDMCA
Brevard County, Florida

Legend:

- SJRWMD Full Fee
- FL Public Lands
- Access Easement
- Brevard County Parcels

Scale: 0.1 0 0.1 Miles

Access Point from Micco Road

St. Sebastian River Preserve State Park

Exhibit A

EXHIBIT B
Sebastian River Dredged Material Containment Area
Four zones for dredged material placement
(as provided by Brevard County)



EXHIBIT C

Table 1: Area and Volume Estimates within Potential Storage Zones
(as provided by Brevard County)

Zone	Zone Area (Square Feet)	Acreage	Max Height (FT AMSL)	Volume capacity (Cubic Yards)
A	1,306,959	30.0	29.56	214,046
B	1,023,435	23.5	29.56	258,586
C	174,503	4.0	29.56	19,954
D	139,822	3.2	29.56	29,986

EXHIBIT D
Template Special Use Authorization

THIS SPECIAL USE AUTHORIZATION (“SUA”) is given by the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“District”), whose address is 4049 Reid Street, Palatka, Florida 32177, to _____ (“User/Brevard County’s Third-Party Contractor”), whose mailing address is _____. Wherever used herein, the term “User” includes User’s employees, agents, or contractors, the heirs and legal representatives of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies. “User” also includes all “Participants,” as defined below.

By acceptance of this SUA and exercise of any of the privileges afforded hereby, User agrees to the following terms and conditions:

1. Authorized Use. This SUA hereby authorizes the following use of District lands (“Use”), as defined in Chapter 40C-9.021, Florida Administrative Code:

Heavy truck access to the Micco Water Management Area (the “Property”) for the sole purpose of delivering or removing sediment material from the Sebastian River Dredge Material Containment Area (SRDMCA) pursuant to that certain Memorandum of Agreement between Brevard County and the District, dated August __, 2025. Access is limited to the access route depicted in Attachment A attached hereto and incorporated herein and the SRDMCA. Additionally, User shall only have authorized Use while it remains a contractor for Brevard County.
2. User must physically have a copy of this SUA at all times while on the Property. In the event this SUA authorizes use of the Property by any individuals or entities associated with User that have not executed this SUA (“Participants”), User agrees to communicate the terms of this SUA to its Participants and ensure that they abide by these terms. Use of the Property by a Participant constitutes acceptance of the terms of this SUA. As used herein, “shall” is always mandatory.
3. Term. The initial term of this SUA is for a period of one year, commencing on August __, 2025, or the last of the dates signed below. Thereafter, this Authorization shall automatically renew for four (4) one-year terms, ending on August __, 2030. This SUA is a license that is revocable at will (without cause) at any time prior to the expiration of this SUA upon ten (10) calendar days prior written notice; provided, however, that in the event User does not comply with the terms of this SUA, this SUA may be immediately revoked upon written or oral notice.
4. Conditions Generally Applicable for the Use of the Property:
 - a. Except as otherwise provided herein, User shall comply with the District’s Water Management Lands Acquisition and Management Rule, Chapter 40C-9, Florida Administrative Code, which may be viewed at:
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=40C-9>

- b. This SUA does not convey any real Property interests or rights to User of any kind.
- c. The use of the Property is in an “AS-IS” condition. The District does not guarantee that the Property can be used for the purpose intended by the User.
- d. User is responsible for maintenance of the Property in safe and sanitary condition for the intended Use and any repairs or improvements necessary for the intended Use. User will clean and restore the Property at the conclusion of the Use to not less than the condition that existed prior to the Use.
- e. User will not damage the Property beyond that normally associated with the Use and shall, at User’s expense, repair any damage to the Property resulting from the Use. A security deposit for this purpose is not required.
- f. The District may authorize other persons or organizations to use the Property during the same time as this SUA. User may use the Property as necessary for the Use and shall not impede access by other authorized users or prevent them from carrying on approved activities.
- g. While using the Property, User shall be vigilant regarding maintaining the security of the Property against trespassers, poachers and vandals, and shall promptly notify the District and the proper authorities in such event. If User is provided access through locked gates, User must close and lock gates upon each entry and exit from the Property.
- h. No structures (i.e., buildings, fencing, etc.) or other alterations will be placed or constructed upon the Property without the District’s prior written consent. All personal property placed upon the Property shall be at User’s sole risk of loss. Upon termination, User’s personal property and equipment not removed shall become the District’s property and at the District’s sole discretion may be removed, relocated or abandoned. Any authorized improvements that are affixed to the Property shall remain with the Property upon expiration of this SUA.
- i. User will abide by all applicable governmental rules, regulations, ordinances and laws with respect to User’s use of the Property. User is responsible for obtaining and paying for any and all permits necessary for the Use.
- j. No hunting, illegal, offensive or immoral activities will take place on the Property.
- k. Killing, molesting, or trapping of listed species may only be allowed with required state and federal permits. Unless expressly authorized herein, the harvest of any plant or plant material is prohibited.
- l. User shall exercise due care against accidentally starting fires while on the Property and shall be liable for all damages caused by such fires. User must vacate

the Property at first threat, warning or notice of wildfire in the vicinity of the Property.

- m. Dumping or placing of any garbage or refuse on the Property, except in authorized receptacles, is prohibited.
- n. The use of tracked vehicles, motorcycles, or all-terrain vehicles is prohibited. The use of other vehicles is also prohibited unless specifically permitted herein.
- o. Taking off or landing of aircraft, including small, unmanned aircraft (such as drones) and model aircraft on District Lands (including waters) is prohibited on the Property.

5. Additional Specific Conditions Applicable to Authorized Use of the Property

- a. User must coordinate all aspects of its activities with the District's Project Manager for the Micco Water Management Area. The District's Project Manager is Melisa Diolosa, Phone: 321-676-6622, Email: mdiolosa@sjrwmd.com. User shall adhere to the access provision in the Memorandum of Agreement between Brevard County and the St. Johns River Water Management District dated August __, 2025.
 - b. User's vehicular access shall be limited to the roads depicted on the attached map. User is not permitted to park the vehicle in a manner that will obstruct roads, trails, gates, or fire lines.
 - c. Access to the SRDMCA is restricted to the route designated by the District and to the hours between 7:00 a.m. to 6:00 p.m.
 - d. Access points to the Property consist of existing gates identified on the map attached to this SUA.
 - e. User shall prevent the introduction of non-native vegetation by following the procedures for equipment inspection and cleaning as outlined in the publication: U.S. Department of the Interior, Bureau of Reclamation, Denver, Colorado, Technical Memorandum No. 86-68220-07-05, Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species, May 2010.
 - f. This SUA does not authorize access to areas designated or posted closed for safety, emergency, or environmental purposes. These include, but are not limited to, road or trail closures due to flood, washout, or fire.
6. Duty of Care; Assumption of Risk of Injury. By issuance of this SUA, the District assumes no duty of care with regard to User's safety while on the Property. User is under a duty to be vigilant for User's own safety as well as the safety of others. User understands and agrees that User is solely responsible for User's personal safety and the personal safety of all persons accompanying User on the Property or accessing the

Property under User's direction. User is fully knowledgeable of the risks that are generally associated with traversing Property that is in a substantially natural condition and assume all such risks. User also assumes all risks associated with traversing District lands in a motor vehicle. User voluntarily assumes any other risks, of every kind whatsoever, whether natural or artificial, while conducting activities on the Property pursuant to this SUA.

7. **Recreational Use Immunity.** Pursuant to section 373.1395, F.S., the District is not under a duty to maintain the Property in a safe condition or give warning or any hazardous conditions, structures, or activities on the Property. The District does not extend any assurance that the Property is safe for any purpose and is not responsible for any injury to persons or property caused by an act or omission or a person who goes on the Property.
8. **Hold District Harmless from Liability.** The District shall bear no financial expense or obligation whatsoever to the User or any third party as a result of this SUA. Nothing under the terms of this SUA or any use contemplated hereby shall render the District liable for property damage, personal injury or death resulting from the Use. User is solely responsible for bodily injury, death, property damage or loss, and all other claims or causes of action in law or equity whatsoever attributable to the activities of User, its licensees, or invitees, and to indemnify and hold the District harmless therefrom, including the District's costs and reasonable attorney's fees. User understands that this indemnity obligation includes any claims based on partial or sole negligence, action or inaction of User, its licensees or invitees, and that the District shall in no case be subject to financial expense or obligation as a result of this SUA, including alleged or actual negligence by the District, its officers or employees.
9. **Insurance.** Prior to access User shall, during the term of this SUA, maintain:
 - a. General Liability Insurance covering personal injury and property damage in a minimum amount of \$1,000,000 single limit liability, with the District named as Additional Insured, and
 - b. Automobile Liability Insurance with minimum coverage of \$500,000 single limit liability, and
 - c. Either the statutory minimum Workers Compensation and Employer Liability Insurance with Waiver of Subrogation, or a WC exemption form.

USER SHALL PROVIDE CERTIFICATES OF INSURANCE IN THE COVERAGES REQUIRED ABOVE. ALL CERTIFICATES SHALL SPECIFY ST JOHNS RIVER WATER MANAGEMENT DISTRICT, ATTN: RES, PO BOX 1429, PALATKA, FL 32178-1429.

10. **Pollution.** The discharge of any fuel, oils, petroleum products, litter or other harmful materials that may result from User's use of the Property or other District land is prohibited. Should any harmful materials be discharged by User, the District shall be

immediately notified. User is solely responsible for all costs associated with any resulting clean up and remediation.

11. Non-waiver of District's Regulatory Authority. No provision in this SUA shall be construed as a waiver of or contract with respect to the District's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules and regulations.
12. Non-Assignment. User may not assign or transfer this SUA, in whole or in part, without the District's prior written consent.
13. Notices. All notices, consents, approvals, waivers and elections which any party is required to make or otherwise provides under this SUA shall be in writing and shall be deemed given and received on the date of mailing or transmission under any of the following: (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) delivered by private parcel delivery services for which receipt is provided; (iii) sent via e-mail for which receipt is acknowledged. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below.

St. Johns River Water	Username
Management District	Contact (if different from name)
Sheila Theus, Director	Address
Real Estate Services Program	
PO Box 1429	Phone number
Palatka, FL 32178-1429	Cell phone (if relevant)
386-312-2342	Email address
stheus@sjrwmd.com	

[Signatures appear on the following page]

This SUA is executed on behalf of the District by its Executive Director, or duly authorized designee. User has executed this SUA by its duly authorized representative, and, if appropriate, has caused the seal of the corporation to be attached. This SUA may be executed in separate counterparts, which shall not affect its validity. Upon execution, this SUA constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This SUA cannot be changed by any means other than written amendment referencing this SUA and signed by all parties.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

SUA based on conditions above is
approved.

By: _____
Sheila Theus, Director
Real Estate Services Program
(Designee)

Date: _____

USER

I agree to the conditions above and
warrant that I am authorized to sign on
behalf of the User.

By: _____

Date: _____

ATTACHMENT A

Approved Access Route

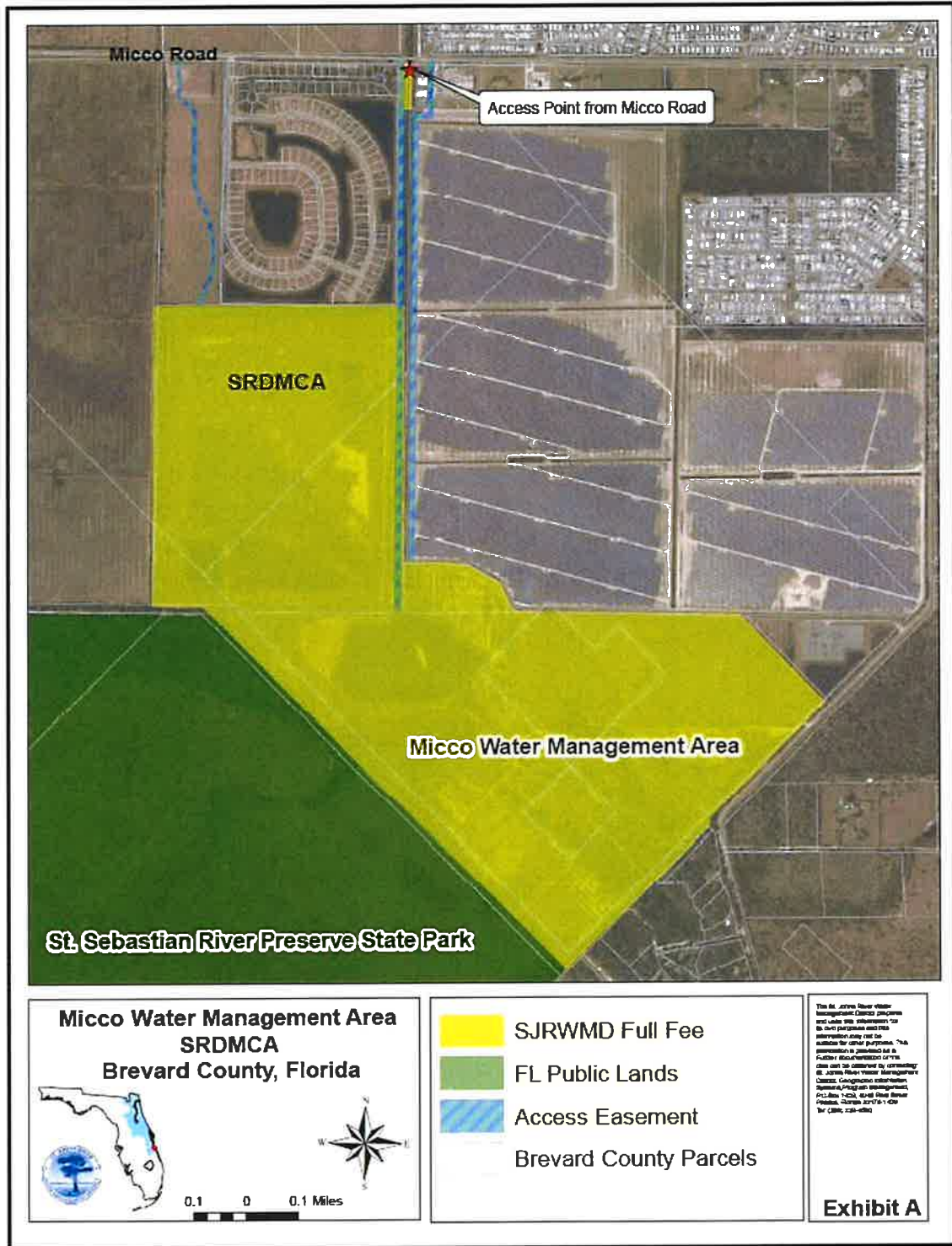


EXHIBIT E
Groundwater and Sediment Sampling Plan

Groundwater and Sediment Sampling Plan – BV-52 DMMA and Sebastian River DMCA

Background

Brevard County is managing several active and planned muck dredging projects under the Save Our Indian River Lagoon (SOIRL) Program. Three of these projects, totaling approximately 500,000 cubic yards (CY) of organic-rich material, are expected to use the Sebastian River Dredged Material Containment Area (SRDMCA) for final upland placement. The dredged material will be transported via pipeline for dewatering to the Florida Inland Navigation District (FIND)-owned BV-52 Dredged Material Management Area (DMMA) in Palm Bay. From there, it will be transferred to the SR DMCA for final placement.

The anticipated sequence of these projects is as follows:

1. **Eau Gallie Northeast Project Area**
2. **City of Satellite Beach Project Area**
3. **City of Indian Harbour Beach Project Area**

This sampling plan outlines the protocols for baseline sediment and groundwater sampling at the SRDMCA and BV-52 DMMA. It also includes project-specific sediment sampling that will take place at BV-52 prior to the final placement of dredged material at the SRDMCA. It is intended as a framework, with project-specific sampling efforts to be implemented and modified as needed at the time each project progresses to the final material placement phase with approval from St. Johns River Water Management District (SJRWMD). Sampling protocols - including frequency, sample density, and analysis parameters - will be refined based on site-specific conditions and the volume of dredged material to be placed. Brevard County is committed to working closely with SJRWMD throughout this process to ensure all regulatory thresholds and review requirements are met.

Baseline (Pre-Construction) Sediment and Groundwater Sampling:

Baseline sediment sampling will be conducted at the BV-52 dewatering site and the SRDMCA prior to the first material placement. This baseline sediment sampling will be carried out by a third-party firm, AtkinsRéalis, and will help establish an appropriate sampling density for dredged material at the BV-52 DMMA. This approach accounts for the fact that naturally elevated arsenic concentrations are common in Florida soils and allows the County and SJRWMD to better understand existing site conditions prior to establishing material-specific sampling requirements. The purpose of this baseline effort is to document existing site conditions and provide a point of comparison for any future sediment testing following material placement.

Sediment samples will be collected from up to ten (10) randomized locations within each site and submitted to a state-certified laboratory for analysis of constituents of concern, including the following:

- RCRA-8 Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver
- Total Copper

Additionally, baseline groundwater sampling will be conducted to determine background levels of arsenic and copper at the SRDMCA placement site. Groundwater monitoring for arsenic at the SR DMCA will continue annually for five years following completion of the placement activities.

BV-52 DMMA Sediment Sampling:

The material will remain within the BV-52 dewatering site until sufficiently dry to be transported by truck to the SRDMCA. Prior to transporting the material, grab samples of the dredged material will be collected from within the BV-52 facility to confirm that the material meets regulatory thresholds for offsite upland placement. Sampling locations will be selected randomly but spatially distributed to represent the range of dredged material within the basin.

Baseline sampling results from the SRDMCA will help inform project-specific sampling density at the BV-52 DMMA by providing context for comparing future dredged material to existing conditions at the placement site. In a prior project, FDEP advised a sampling rate of one sample per 10,000 cubic yards, where in-situ results indicated arsenic concentrations were below the industrial/commercial Soil Cleanup Target Level (12 mg/kg). In contrast, a higher sampling frequency of one sample per 1,000 to 5,000 cubic yards was only applied in areas where in-situ results exceeded that threshold. If baseline sampling at the SRDMCA indicates that arsenic is naturally present but remains below the industrial/commercial SCTL, a sampling frequency of one sample per 10,000 cubic yards will be used for project material placed at that site. The number of sediment samples collected for each project will be adjusted based on the actual volume of dredged material designated for upland placement. For instance, if the total volume of dredged material is less than the anticipated volume of approximately 183,000 cubic yards for the Eau Gallie NE project, the number of samples will be proportionally reduced. The Contractor may elect to transport material suitable for transport while active pumping into the BV-52 facility is ongoing; in these cases, intermittent testing will be conducted before final placement at the SRDMCA occurs. This sampling will take place for each separate project prior to material being transported from the BV-52 site to the SRDMCA for final placement.

All samples will be submitted to a state-certified laboratory and analyzed for the following parameters:

- Total Arsenic (EPA 6010 or equivalent)

- Total Copper (EPA 6010 or equivalent)

Analytical results will be compared to the applicable FDEP Soil Cleanup Target Levels (SCTLs) as defined in Chapter 62-777 (2005), Florida Administrative Code. The SCTLs for arsenic in soils are 2.1 milligrams per kilogram (mg/kg) for residential use and 12 mg/kg for commercial/industrial use, while the thresholds for copper are 150 mg/kg for residential use and 89,000 mg/kg for commercial/industrial use.

In the event that analytical results indicate exceedances of the commercial/industrial SCTLs in the dried, dredged material in the BV-52 site, the County will develop an Adaptive Management Plan for review and approval by SJRWMD prior to any hauling of material to the SRDMCA. The Adaptive Management Plan will outline recommended mitigation strategies, such as additional drying time, blending, or further testing. SJRWMD will review and provide written approval, denial, or comments on the Adaptive Management Plan within seven (7) business days of submittal. Approval shall not be unreasonably withheld. Dredged material exceeding the industrial/commercial SCTL of 12 mg/kg for arsenic will not be placed at the SRDMCA. If any sample from the BV-52 DMMA returns a concentration at or above this threshold, the material will be managed to bring concentrations below the allowable limit. If concentrations cannot be reduced to within acceptable levels, the County will identify an alternative upland placement location, such as a permitted landfill.

To prevent operational disruption or delays to the project timeline, the County and its contractor will coordinate closely with the District's Project Manager to ensure timely sampling, reporting, and review. No material will be transported from BV-52 to the SRDMCA without prior coordination and approval from SJRWMD based on review of lab-certified sediment sampling results or a mutually Approved Adaptive Plan.