

**AMENDMENT NO. 1  
TO AGREEMENT NO. LPA0018  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
INDIAN RIVER COUNTY**

This Amendment to Agreement No. LPA0018 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Indian River County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Indian River County North Relief Canal Aquatic Plant Project (Project), effective February 3, 2020; and,

WHEREAS, the Grantee has requested an extension of the Agreement, which is needed due to supply delays; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2023. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3-1, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-1** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

INDIAN RIVER COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Peter O'Bryan, Chairman

By: \_\_\_\_\_  
Angela Knecht, Director

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Authorized Person

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Beitsch, DEP Grant Manager

\_\_\_\_\_  
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type Attachment	Letter/ Number	Description (include number of pages)
	3-2	Revised Grant Work Plan (1 Pages)

**ATTACHMENT 3-2  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Indian River County North Relief Canal Aquatic Plant Project

**PROJECT LOCATION:** The Project will be located on Indian River County property within Indian River County; Lat/Long (27.6916, -80.4614).

**PROJECT BACKGROUND:** The Indian River Lagoon (IRL) is an impaired water body that has been impacted by large discharges of nitrogen and phosphorus into the watershed. The increased nutrient loading can contribute to algal blooms and reductions to the IRL's water quality, impacting aquatic flora and fauna. Indian River County (Grantee) has identified that the construction of a Regional Pollutant Removal Facility for the North Relief Canal would mitigate further nutrient loading impacts on the IRL. Approximately 6,300 acres contribute stormwater runoff and groundwater seepage into the North Relief Canal. The Project will reduce nitrogen pollution to the IRL by approximately 7,614 lbs. of total nitrogen and reduce phosphorous pollution by approximately 1,251 lbs. of total phosphorous. The captured nutrients will be stored in harvested plant tissue and composted, and/or be used as cover material for the Grantee's landfill.

**PROJECT DESCRIPTION:** The Grantee will construct a Regional Pollutant Removal Facility that will use naturally occurring aquatic plants to absorb and remove dissolved nutrients from the North Relief Canal. The initial projected flow rate from the North Relief Canal into the RPRF will be an estimated 10 million gallons per day. The Project's main treatment module will be water lettuce scrubbers that will remove the majority of the nutrients and settleable suspended solids from the water. The water lettuce system will be followed by an algal treatment unit for reoxygenation and additional nutrient polishing of the water, and then followed by a final settling and wetland formation to offer additional detention time and further nutrient reduction.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Construction**

**Deliverables:** The Grantee will construct a Regional Pollutant Removal Facility in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, 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 monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Construction	Contractual Services	\$650,000	07/01/2019	6/30/2023
Total:			\$650,000		

Note that, per Attachment 2, Section 8.h. of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension