

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HERNANDO COUNTY
FOR
WEEKI WACHEE SPRINGSHED STORMWATER RETROFITS (WW05)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and HERNANDO COUNTY, a political subdivision of the State of Florida, having an address of 20 North Main Street, Room 263, Brooksville, Florida 34601, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2018, as amended December 17, 2018 (Agreement No. 19CF0001795), hereinafter referred to as the "Existing Agreement," for design, permitting and construction of stormwater BMPs to retrofit multiple existing urban drainage retention areas with denitrification cells utilizing biosorption activated media (BAM). The retention areas are within three miles of the Weeki Wachee Springs headspring; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the COOPERATOR'S Contract Manager, extend the contract period and modify the Project Schedule, update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Project Contacts and Notices Paragraph is hereby amended to replace the COOPERATOR'S Project Manager with Donald Carey.
2. The first paragraph of the Funding Paragraph is hereby replaced in its entirety with the following:

The parties anticipate that the total cost of the PROJECT will be Two Million Dollars (\$2,000,000) (Board-Approved Project Amount). The DISTRICT'S maximum funding amount is One Million Dollars (\$1,000,000). The COOPERATOR'S funding match is One Million Dollars (\$1,000,000) and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 3. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3. Subparagraph 2 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

4. Subparagraph 3 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR'S funding match is based on the Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The DISTRICT will not fund any PROJECT cost increases. State or federal appropriations, or grant monies, may be used to cover PROJECT cost increases. Should those state or federal appropriations, or grant monies, exceed PROJECT cost increases, the remaining funds will be used to equally reduce the DISTRICT funding amount and the COOPERATOR'S Board-approved match. If PROJECT costs are equal to or less than the Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the DISTRICT'S funding amount and the COOPERATOR'S Board-approved match. The COOPERATOR shall provide written notice to the DISTRICT if a) it intends to use state or federal appropriations, or grant monies, to fund PROJECT costs, indicating the amount and funding source, and b) PROJECT costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. This Subparagraph shall survive the expiration or termination of this Agreement.

5. Subparagraph 9 of the Funding Paragraph is hereby replaced in its entirety with the following:

Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 19CF0001795), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

In accordance with Subparagraph 3 of the Funding Paragraph, the Cooperator received a total of \$__ in federal or state appropriations, or grant monies for the Project, and \$__ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$__ / \$__ respectively. The Cooperator expects the Project costs will increase by ____ for a total Project cost of _____. The Cooperator intends to use the following state or federal appropriations, or grant monies to fund increased Project costs: _____."

6. New Subparagraph 10 of the Funding Paragraph is hereby added as follows:

Reimbursement for expenditures of contingency funds is contingent upon the DISTRICT'S approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the PROJECT and were not in excess of what was reasonably necessary to complete the PROJECT. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the PROJECT. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The COOPERATOR may submit up to 5% of the Board-Approved Project Amount for contingency reimbursement. The DISTRICT'S total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the COOPERATOR shall complete and submit the Contingency Funds Justification form Exhibit "C", attached hereto and made a part of this Agreement, to explain the basis of each line item expenditure.

7. The Contract Period Paragraph is hereby amended to extend the expiration date of June 30, 2024 to December 31, 2025.
8. Paragraph 16 is hereby amended to delete Subparagraphs 16.1 and 16.2.
9. Paragraph 17 is hereby deleted in its entirety.
10. The Documents Paragraph is hereby replaced in its entirety with the following:

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", then to Exhibit "C".

Exhibit "A"	Project Plan
Exhibit "C"	Contingency Funds Justification Form

11. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Design (Phase 1)	03/10/2020	03/24/2021
Design (Phase 2)	04/01/2021	10/15/2021
Permitting (Phase 1)	12/18/2020	01/15/2021
Permitting (Phase 2)	04/30/2021	08/17/2021
Bidding & Contract Award (Phase 1)	08/04/2021	12/30/2021
Bidding & Contract Award (Phase 2)	02/01/2024	08/01/2024
Construction and Construction Engineering & Inspection (CEI) (Phase 1)	12/14/2021	01/09/2024
Construction and Construction Engineering & Inspection (CEI) (Phase 2)	09/01/2024	05/01/2025
As-Built Survey, Record Drawings & Substantial Completion	09/27/2023	07/31/2025

12. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this SECOND AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Randy Smith, PMP Date
Bureau Chief, Natural Systems and Restoration

HERNANDO COUNTY

By: Jeffrey Reyes 4/30/24
Date
Name: Jeffrey Reyes
Title: County Administrator
Authorized Signatory

Approved As To Form
And Legal Sufficiency

BY Victoria Anderson
County Attorney's Office

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