

**AMENDMENT ONE TO
COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND HERNANDO COUNTY**

On January 30, 2023, the State of Florida, Department of Economic Opportunity (“DEO”), and Hernando County (“Grantee”) entered into Grant Agreement Number P0452 (“Agreement”) for the Grantee to conduct a feasibility study for contracting for the installation and maintenance of fiber-optic internet.

WHEREAS, Section D., RENEGOTIATION OR MODIFICATION, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A., AGREEMENT PERIOD, is hereby deleted in its entirety and replaced with the following:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2022 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2023 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

The Agreement Period of this Agreement may be extended to August 31, 2023, if appropriation for this Agreement is certified forward. For an invoice for services completed after the original Expiration Date to be paid, the agreement or purchase order must have been executed on or before June 30, 2023, the Grantee must have started the tasks or deliverable by June 30, 2023, and the work on the tasks or deliverable must be ongoing. Grantee shall not be reimbursed for any eligible costs (hereinafter referred to as “obligations”) incurred outside of the Agreement Period; provided, however, that pursuant to Section 216.301, Florida Statutes (F.S.), any such obligations Grantee incurred during the Agreement Period for which services, tasks, or deliverables are expected to be completed after the Agreement Period may be eligible for reimbursement as long as these services, tasks, or deliverables are satisfactorily completed on or before August 31, 2023 as DEO shall determine in its sole and absolute discretion, and comply with Section 216.301, F.S., Section K, Invoices and Payments, of this Agreement, and Attachment 1, Scope of Work, Section 10, of this Agreement on or before August 31, 2023.

2. Section K, INVOICES AND PAYMENTS, is hereby deleted in its entirety and replaced with the following:

K. INVOICES AND PAYMENTS

1. Grantee will provide DEO’s Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State

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Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

- a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. In accordance with Section 216.301, F.S., DEO may extend the invoice period for eligible obligations Grantee incurred during the Agreement Period when the services related to the invoice are expected to be completed outside of the Agreement Period (hereinafter referred to as the "Extended Period"). In order for Grantee to receive payment for an Extended Period invoice, all of the following terms and conditions must be compiled with:
- a. Grantee must have incurred the obligation related to such and invoice, through an agreement with DEO executed prior to June 30, 2023.
 - b. All work included in each such invoice must have started before June 30, 2023, be ongoing, and must be satisfactorily completed, as DEO shall determine in its sole and absolute discretion, on or before August 31, 2023.
 - c. DEO must have received and approved each such invoice for payment no later than August 31, 2023.
3. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with Section 215.422, F.S., Rule 69I-24, F.A.C., and Section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20)

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days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to Section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit any outstanding Extended Period invoices and the final invoice for payment to DEO no later than August 31, 2023. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

3. Attachment 1, Scope of Work, Section 5, Deliverables, is hereby deleted in its entirety and replaced with the following:

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p>Deliverable 1. Comprehensive Project Plan</p> <p>Grantee shall develop the Comprehensive Project in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date: May 31, 2023</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <p>1. A copy of the Comprehensive Project Plan including:</p> <p style="margin-left: 20px;">a. Risk Analysis; b. Detailed Communication Plan; and c. Identified Success Factors.</p> <p>Grantee shall submit copies of all required documentation</p>	<p>\$8,400</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

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	<p>identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>		
<p>Deliverable 2. Evaluation of Grantee's Existing County Fiber Network</p> <p>Grantee shall conduct a comprehensive study of its existing fiber network and any current network elements to determine its usefulness for new applications and where gaps in the network exist, in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date: May 31, 2023</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. A copy of the Comprehensive Report on the Grantee's existing fiber network and accompanying GIS files. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	\$25,350	As provided in Section 12 of this Scope of Work, below.
<p>Deliverable 3. Fiber Vendor Analysis</p> <p>Grantee shall determine the current broadband environment, including updated maps of broadband availability, speeds, and providers. Grantee shall also conduct a competitive market assessment to determine the services that are available, providers, service levels, pricing, and access in accordance with</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. A copy of the comprehensive broadband map including details on: <ol style="list-style-type: none"> a. All download and upload capacity; and b. Inventory on all physical transport. <p>Grantee shall submit copies of all required documentation</p>	\$18,900	As provided in Section 12 of this Scope of Work, below.

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<p>Section 3.C. of this Scope of Work.</p> <p>Deliverable due date: May 31, 2023**</p>	<p>identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 4. Network Conceptual Design</p> <p>Grantee shall develop the Network Conceptual Design for its fiber network and possibly wireless coverage and create a strategic plan for the Grantee's overall network, leveraging as much of the Grantee's infrastructure to reduce construction and overall costs for the Grantee in accordance with Section 3.D. of this Scope of Work.</p> <p>Deliverable due date: June 30, 2023</p>	<p>Completion of Deliverable 4 as evidenced by submission of all of the following:</p> <p>1. A copy of the Network Conceptual Design and accompanying GIS files of the fiber network.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$25,200</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Deliverable 5. Technical Specifications and Cost Summary</p> <p>Grantee shall provide estimates for the costs of the conceptual network, including design, construction, equipment, testing, and certification, as well as ongoing annual costs to operate and maintain the network in accordance with Section 3.E. of this Scope of Work.</p>	<p>Completion of Deliverable 5 as evidenced by submission of all of the following:</p> <p>1. A copy of the Technical Specifications and Cost Estimate Report.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$8,400</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

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<p>Deliverable due date: June 30, 2023</p>			
<p>Deliverable 6. Financials and Funding Sources</p> <p>Grantee shall provide the Feasible Funding Sources Report identifying feasible grant and loan programs for the county in accordance with Section 3.F. of this Scope of Work.</p> <p>Deliverable due date: June 30, 2023</p>	<p>Completion of Deliverable 6 as evidenced by submission of all of the following:</p> <p>1. A copy of the Feasible Funding Sources Report.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$5,250</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Deliverable 7. Recommendation and Master Plan</p> <p>Grantee shall develop a Broadband Master Plan that will provide a roadmap to implement network initiatives with clear time lines if it is determined that it is feasible for the Grantee to contract for the installation and maintenance of fiber. The Grantee shall develop a phased approach to achieving its objectives over a five (5) year period. Grantee shall also develop short-term, mid-term, and long-term milestones to achieve and create a long-term project plan to meet these milestones in accordance with Section 3.G. of this Scope of Work.</p>	<p>Completion of Deliverable 7 as evidenced by submission of all of the following:</p> <p>1. A copy of the Broadband Master Plan which at a minimum describes:</p> <p>a. The direction for expansion of Grantee's fiber infrastructure and services.</p> <p>b. The over-arching needs, requirements, benefits, costs, and goals moving forward with broadband initiatives.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$10,500</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

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Deliverable due date: June 30, 2023			
Total amount Not to Exceed \$102,000			

4. All other terms and conditions of the Agreement remain in effect.

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the attachment hereto, the Parties, through their duly-authorized representatives, sign this agreement and represent and warrant that they understand the terms and conditions of this agreement and the attachment. This amendment is effective on May 10, 2023.

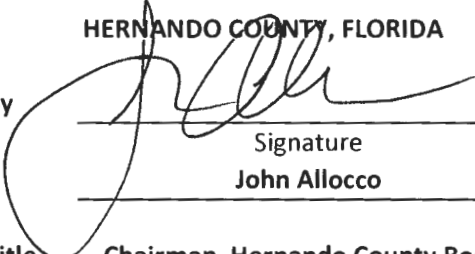
DEAPRTMENT OF ECONOMIC OPPORTUNITY

By _____
Signature
Benjamin Melnick

Title **Deputy Secretary**
Division of Community Development

Date _____

HERNANDO COUNTY, FLORIDA

By 
Signature
John Allocco

Title **Chairman, Hernando County Board**
of County Commissioners

Date June 13, 2023

Approved as to form and legal sufficiency, subject to full and proper execution by the Parties.

**OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By _____
Date _____

