



March 18, 2024

Mr. Chris Leffert, Transit Programs Administrator  
Florida Department of Transportation, D7  
11201 N McKinley Drive  
Tampa, FL 33612

RE: State Block Grant Contract #G1H26 – Time Extension Request

Dear Mr. Leffert:

Hernando County is requesting a time extension of the State Block Grant Contract #G1U23. This contract is set to expire on June 30, 2024. The balance available as of March 18, 2024, is \$768,394 (\$384,197 State and \$384,197 Local). The county has been utilizing S5307 CARES in prior years. This award funding will assist with Contract services, fuel & oil, and other operating expenses for our transit system. Thank you for your consideration of this matter.

It is anticipated that these funds will be expended prior to 12/31/2024.

Sincerely,

A handwritten signature in black ink that reads "Darlene Lollie".

Darlene Lollie  
Transit Administrator

cc: Chris Leffert, Transit Programs Administrator

Attachment (JPA Cover)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-006-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence) 408104-1-84-21	Fund(s): Work Activity Code/Function: 215	FLAIR Category: 088774
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:	Object Code: 751000
Contract Number: G1U23	Federal Award Date:	Org. Code: 55072020729
CFDA Number: N/A	Agency DUNS Number: 073212920	Vendor Number: F591155275006
CFDA Title: N/A		
CSFA Number: 55.010		
CSFA Title: Public Transit Block Grant Program		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 6/11/2021 | 3:20 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Hernando County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.052, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in To provide Block Grant funding to serve the Hernando County Transportation System, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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\*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.  If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**