

**AMENDMENT NO. 1
TO AGREEMENT NO. WG021
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HERNANDO COUNTY**

This Amendment to Agreement No. WG021 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Hernando County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Elgin Boulevard Force Main (Project), effective October 21, 2022; and,

WHEREAS, the Department is updating the Agreement end date; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. 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. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	
Name:	Kyleigh Revis
Address:	3900 Commonwealth Blvd.
	Tallahassee, FL 32399-3000
Phone:	850-245-2198
Email:	Kyleigh.Revis@FloridaDEP.gov

3. Section 8. of the Standard Grant Agreement is hereby revised to the following:

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		SLFRP0125
Unique Entity Identifier (UEI):		MWKBKNTZ9SW7
Federal Award Date to Department:		03/11/2021
Federal Award Project Description:		
Total Federal Funds Obligated by this Agreement:		\$1,030,000.00
Federal Awarding Agency:		Department of the Treasury
Award R&D?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

4. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

5. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

6. Section 7. of Attachment 2 is hereby revised as follows:

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,030,000.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to the cost share must demonstrate to the Department that the Grantee has designated the necessary amount of funds as cost share, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long

as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

7. The Additional Terms paragraph of Attachment 2 is hereby revised as follows:
 - a. Final Payment Request language in Paragraph 8. of Attachment 1 is deleted and replaced with the following:

Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than September 30, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

8. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
9. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
10. 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.

HERNANDO COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Elizabeth Narverud, Chairperson
Print Name and Title

Angela Knecht, Division Director or Adam Blalock, I
Secretary (for AWS)
Print Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

Kyleigh Revis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Elgin Boulevard Force Main

PROJECT LOCATION: The Project will be located in the City of Brooksville within Hernando County; Lat/Long (28.4949, -82.4996).

PROJECT BACKGROUND: Installing a new 12-inch force main is needed to get the maximum benefit from other Total Nitrogen (TN) reducing projects that are currently underway. These projects include Glen Water Reclamation Facility (WRF) Denitrification Upgrades LPA0109 and Airport WRF Full Expansion LPA0016. These projects are all located with the Weeki Wachee Basin Management Action Plan (BMAP) and Priority Focus Area (PFA). The Elgin Boulevard Force Main project will facilitate TN reduction through these projects.

PROJECT DESCRIPTION: Hernando County (Grantee) will install 12-inch diameter PVC sewer force main along Elgin Blvd. from Challenger K-8 school, west approximately 4100 feet, to the electrical transmission line easement. This project also includes the replacement of the existing 8-inch diameter force main from Challenger K-8 school to the existing 12-inch diameter force main in Barclay Avenue, south of Elgin Blvd. This project will allow the diversion of some sewage flow between the Glen Wastewater Treatment Plant (WWTP) and the Airport WWTP, giving the Hernando County Utilities Department system flexibility.

All documentation should be submitted electronically unless otherwise indicated. The Grantee will submit documentation, as applicable, for the work completed.

Task 1: Elgin Boulevard Force Main Project

The Grantee will complete the following under this Agreement to complete the Project:

Commitment to Basin Management Action Plan (BMAP)-COMPLETED

Construction

Deliverables: The Grantee will construct force mains and improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

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 activities must be completed by the corresponding activity end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the amount indicated below.

For any activity listed in the Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026, to ensure the availability of funds and adequate time to process payment requests.

Any payment requests not submitted with correct and complete forms and supporting documentation by September 30, 2026, are at risk of not being paid. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to the Grantee no later than December 31, 2026, the funds will no longer be available after that date.

Task No.	Task Title	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Elgin Boulevard Force Main	\$1,030,000	\$1,030,000	07/01/2021	12/31/2026

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A-1, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Deliverables Report

DEP Agreement No.	WG021
Project Title	Elgin Boulevard Force Main
Grantee Name	
Payment Request No.	
Payment Performance Period	MM/DD/YYYY – MM/DD/YYYY

Summarize the activities completed for the period of work covered in the payment request for each applicable task. Please attach any supporting documents (inspections, field notes, meeting minutes). Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to the task(s).

Task 1: Construction

Deliverables: Copy Deliverables from work plan

Summary of Work: Click or tap here to enter text.

Signature of Grantee's Grant Manager or Designee
(*Original Ink or Digital Timestamp*)

Date