

**FIRST AMENDMENT TO LAKE COUNTY WATER AUTHORITY
STORMWATER GRANT PROGRAM AGREEMENT
TO FUND TOWN OF HOWEY-IN-THE-HILLS
LAKESIDE CAPTURE – PHASE 1 PROJECT**

This First Amendment to Lake County Water Authority Stormwater Grant Program Agreement to fund Lakeside Capture – Phase 1 Project (the "Agreement"), made and entered into by and between the Lake County Water Authority ("LCWA"), a special district of Lake County, Florida authorized and governed by Chapter 2022-245, Laws of Florida and Chapter 24 of the Lake County Code, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "Authority", through its Board of Trustees, and the Town of Howey-in-the-Hills ("Howey"), whose address is 101 N. Palm Ave., Howey-in-the-Hills, Florida 34737, hereinafter referred to as Grantee or Recipient.

WHEREAS, the Authority and Howey entered into the Agreement on June 1, 2023; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

NOW THEREFORE, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

2. This Agreement shall begin upon the date it has been executed by both parties and terminate no later than ~~twenty-four (24) months thereafter~~ December 1, 2025. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed ~~\$82,280 (Eighty-two thousand Two hundred and Eighty Dollars)~~ \$140,974 (One hundred forty thousand nine hundred and seventy four dollars) or ~~74.8% (Seventy-four and eight-tenths percent)~~ 75% (Seventy five percent) of the design, permitting, and construction PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of ~~\$27,720 (Twenty-seven thousand seven hundred and Twenty Dollars)~~ \$46,992 (Forty six thousand nine hundred and ninety two dollars) or ~~25.2% (Twenty-five and two-tenths percent)~~ 25% (Twenty five percent) of the design, permitting, and construction PROJECT costs described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

In **WITNESS WHEREOF**, the parties hereto, or their lawful representatives have executed this First Amendment to Lake County Water Authority Stormwater Grant Program Agreement to fund Lakeside Capture- Phase I Project on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

Witness / Date

Bobby Bonilla, Executive Director / Date
Federal ID# 59-6018003

TOWN OF HOWEY-IN-THE-HILLS

City Clerk / Date

Mayor / Date
Federal ID# 59-1061566