

**AMENDMENT NO. 1
TO AGREEMENT NO. SC520
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. SC520 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Levy County Board of County Commissioners, 310 School St. Bronson, FL. 32621 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for solid waste management effective October 1, 2024;

WHEREAS, the parties wish to amend the Agreement as set forth herein to reflect a \$18,053.76 increase to the budget in the Revised Work Plan (Attachment 3-A) revising the total Work Plan budget to \$111,803.76;

WHEREAS, the parties wish to amend the Agreement as set forth herein to include an additional Budget Category of Miscellaneous/Other Expenses under Task 1 in the Revised Special Terms and Conditions (Attachment 2-A).

NOW THEREFORE, the parties agree as follows:

- 1) Funding for the Levy County FDEP Grant Agreement SC520 is increased by \$18,053.76 revising the Grant budget to \$111,803.76. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.
- 2) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Work Plan, as attached to this Amendment and hereby incorporated into this agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Work Plan.
- 3) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions as attached to this Amendment and hereby incorporated into this agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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.

Levy County Board of County Commissioners

By:


Desiree Mills, Chair

Date:

5-20-2025

Florida Department of Environmental Protection

By:

Secretary or Designee

Date: _____

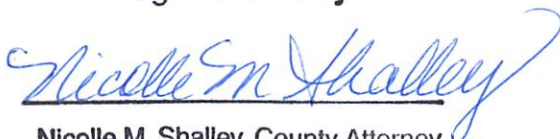
Agreement No.: SC520

Amendment No.: 1

Rev. 3/11/24

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**Approved as to form and
legal sufficiency**


Nicolle M. Shalley
Nicolle M. Shalley, County Attorney

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Work Plan (2 pages)
Attachment	2-A	Revised Special Term and Conditions (3 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO. SC520**

ATTACHMENT 3-A

PROJECT TITLE: Levy County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Levy County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1806, Solid Waste Management Trust Fund, Fiscal Year (FY) 2024-25 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its solid waste management program costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: Levy County Solid Waste Landfill at 12051 NE 69th Lane Williston, FL, 32696.

PROJECT BACKGROUND: The Levy County Landfill is an integrated solid waste management system located in Levy County, Florida, and operates disposal facilities for Class I solid wastes, as well as recycling sites through the county region and Satellite Sites within the county.

PROJECT DESCRIPTION: The Grantee will purchase a roll-off container and Mac Trailer to be utilized at the Levy County Landfill facility, where it will be used for the transportation of solid waste from the Transfer Station to New River Facility. This equipment is essential for enhancing the department's waste management operations, specifically for the efficient transportation and disposal of solid waste and recyclables. The purchase of a roll-off container and Mac Trailer will enable the county to improve its capacity to handle increased waste volumes, streamline collection processes, and reduce operational delays. The Grantee will utilize funds to purchase fuel for vehicles and equipment used for daily operations of the landfill including the transportation, processing, and management of solid waste and recyclables. This investment aligns with the department's commitment to maintaining environmental compliance and providing cost-effective waste management services to the residents of Levy County. The Grantee needs this funding to help offset the cost of solid waste management equipment because of its small population and limited funding resources.

TASKS and DELIVERABLES:

Landfill Operations

Task 1: Landfill Equipment and Fuel Purchases

Task Description: Levy County manages and operates an integrated solid waste management and disposal facility for Class I solid waste. Funds provided through this Agreement allow the Grantee to purchase a roll-off container and Mac Trailer for the transportation of solid waste within the county. Additionally, the Grantee will utilize funds to purchase fuel for landfill vehicles and equipment. Any costs exceeding the grant funding are the responsibility of the Grantee.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation. Purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed **Exhibit B, Property Reporting Form**, with invoice copies. The Grantee will provide documentation of fuel costs by submitting invoices and/or spreadsheets where fuel was purchased. All documentation may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Landfill Equipment and Fuel	10/1/2024	9/30/2025	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Equipment	\$102,595.00
	Miscellaneous/Other Expenses	\$9,208.76
	Total for Task:	\$111,803.76

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$111,803.76
Equipment	\$102,595.00
Miscellaneous/Other Expenses	\$9,208.76
Total:	\$111,803.76

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. SC520

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Levy County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☒	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

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- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

Attachment 2-A

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14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.