

**AMENDMENT NO. 1
TO AGREEMENT NO. LP06243
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF POMPANO BEACH**

This Amendment to Agreement No. LP06023 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Pompano Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Pompano Beach Drinking Water Interconnects Rehabilitation, effective March 14, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in completing agreements with the other local governments involved with the project; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein, to extend the Agreement; and,

WHEREAS, a provision of the Agreement needs revision and a provision needs to be added to the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. 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 Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Cheryl Minsky
Address: 3900 Commonwealth Blvd.
Tallahassee, FL 32399
Phone: (850) 245-2985
Email: Cheryl.Minsky@dep.state.fl.us

Grantee's Grant Manager

Name: Shana Coombs-Gordon
Address: 1205 NE 5th Avenue
Pompano Beach, FL 33060
Phone: (954) 545-7004
Email: Shana.Coombs@copbfl.com

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business

operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **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**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Progress Report Form**.
 8. **Exhibit D, Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Payment Request Summary Form**.
 9. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP06243 to be duly executed, the day and year last written below.

CITY OF POMPANO BEACH

By: 
Signature of Authorized Person

Rex Hardin, Mayor
Print Name and Title of Authorized Person

Date: March 31, 2020

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Trina Vielhauer
Secretary or Designee
Digitally signed by Trina Vielhauer
Date: 2020.04.03 13:54:52 -04'00'

Trina Vielhauer, DWRA Director
Print Name and Title of Authorized Person

Date: 04/03/2020

By: Cheryl Minsky
Digitally signed by Cheryl Minsky
Date: 2020.04.03 11:31:17 -04'00'

Cheryl Minsky, DEP Grant Manager

By: Zachary Easton
Digitally signed by Zachary Easton
Date: 2020.04.01 11:01:11 -04'00'

Zachary Easton, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (2 Pages)
Attachment	4-1	Revised Public Records Requirements (1 Page)
Exhibit	A-1	Progress Report Form (1 Pages)
Exhibit	D-1	Payment Request Summary Form (1 Page)

"CITY":

Witnesses:






CITY OF POMPANO BEACH

By: 
_____ REX HARDIN, MAYOR

By: 
_____ GREGORY P. HARRISON, CITY MANAGER

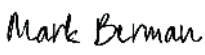
Attest:

DocuSigned by:

775D4290316A490...
ASCELETA HAMMOND
CITY CLERK

(SEAL)



Approved As To Form:

DocuSigned by:

B4DD5E1CDA804A1...
MARK E. BERMAN
CITY ATTORNEY

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

PROJECT TITLE: Pompano Beach Drinking Water Interconnects Rehabilitation

PROJECT LOCATION: The Project will have four project sites. One of the sites will be located within the City of Fort Lauderdale in Broward County, and three of the sites will be located within the City of Pompano Beach in Broward County. The site locations and coordinates will be: 5450 N. Ocean Blvd, Fort Lauderdale, FL, Lat/Long (26.2033, -80.0949); the intersection of NE 22nd Ave and NE 25th St, Lat/Long (26.2626, -80.0931); the intersection of McNab Rd and NE 20th Terrace, Lat/Long (26.2106, -80.1188); and the intersection of McNab Rd and SW 46th Ave, Lat/Long (26.20962, -80.18809).

PROJECT BACKGROUND: The City of Pompano Beach (Grantee) provides water supply services for Pompano Beach, Lighthouse Point, and Lauderdale by the Sea, and maintains interconnects with several neighboring area utilities. The four interconnect improvements will connect the Grantee's drinking water system to the water systems of the City of Coconut Creek, the City of Fort Lauderdale, and the Broward County Water and Wastewater Services. The interconnects are outdated and lack accessibility for operation and maintenance, and will require relocation and infrastructure improvements to resolve these issues. The Project will improve the capabilities for operation and maintenance of the interconnects, and will provide an increased ability for using neighboring water supplies in the event of water demand or quality emergencies.

PROJECT DESCRIPTION: The Grantee will construct improvements to four (4) drinking water interconnects. The improvements will consist of one or more of the following: 1) relocating the interconnect valve(s) to a more accessible location, 2) moving interconnect valve(s) and other components above ground or in precast concrete vaults, 3) adding additional design features such as flow meter(s), automatic pressure sustaining valve(s), check valves, backflow preventer, etc., and 4) adding two-way metered flow capability.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the drinking water interconnect improvements and obtain all necessary permits for construction of the project. The Grantee will procure professional engineering services in accordance with state law.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are 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.

Task 2: Construction

Deliverables: The Grantee will construct drinking water interconnect improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are 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 tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$74,400	07/01/2017	06/30/2021
2	Construction	Contractual Services	\$213,100	07/01/2017	06/30/2021
Total:			\$287,500		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Attachment 4-1

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

- For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
 - b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
 - d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
 - e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
 - f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

DEP Agreement No.:	LP06243
Project Title:	Pompano Beach Drinking Water Interconnects Rehabilitation
Grantee Name:	City of Pompano Beach
Grantee's Grant Manager:	Shana Coombs-Gordon
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Task #: Task Title

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit D-1
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.