

**AMENDMENT NO. 2
TO AGREEMENT NO. LP06243
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF POMPANO BEACH**

This Amendment to Agreement No. LP06243, as previously amended, (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, an extension of the Agreement is needed because of the time needed to enter into an Interlocal Agreement (ILA) between the Grantee and Broward County, and the Grantee and the City of Fort Lauderdale; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until February 28, 2023. 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: Anna Johnson
Address: 3900 Commonwealth Blvd
Tallahassee, FL 32399
Phone: (850) 245-2914
Email: Anna.M.Johnson@FloridaDEP.gov

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. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 is 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 is found to have submitted a false certification; or if the Grantee is placed on 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. 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 3-1, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, 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 3-2, Revised Grant Work Plan**.
6. 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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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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Anna Johnson, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-2	Revised Grant Work Plan (2 Pages)

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: Pompano Beach Drinking Water Interconnects Rehabilitation

PROJECT LOCATION: The Project will have four project locations. Three of the locations will be in the City of Pompano Beach in Broward County, Florida; and one of the locations will be in the City of Fort Lauderdale in Broward County, Florida. The project locations and coordinates will be 5450 N. Ocean Blvd, Fort Lauderdale, FL (26.203342, -80.094931) and at the intersections of: NE 22nd Ave and NE 25th St (26.262694, -80.093166), McNab Rd and NE 20th Terrace (26.210634, -80.118816), and McNab Rd and SW 46th Ave (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 proposed 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 interconnects allow for the use of alternative water supplies in the event of water demand or quality emergencies.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure of four interconnects in the City of Pompano Beach. The proposed interconnects improvements will consist of one or more of the following: 1) relocating the interconnect valve(s) to a more accessible location, 2) moving interconnects 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. 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.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the Pompano Beach Drinking Water Interconnects Rehabilitation and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task 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 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.

Task 2: Construction

Deliverables: The Grantee will construct the Pompano Beach Drinking Water Interconnects Rehabilitation in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

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 tasks must be completed by, and all deliverables 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	07/01/17	8/31/2022
2	Construction	Contractual Services	\$213,100	07/01/17	8/31/2022
Total:			\$287,500		