

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0246
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF KEY WEST**

This Amendment to Agreement No. LPA0246 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Key West (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Key West Treatment Plant Solids Dewatering Upgrades (Project), effective January 13, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in the project; 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 April 30, 2025. 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. 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.

3. 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.
4. 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.

CITY OF KEY WEST

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Albert Childress, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

RR

Sarah Louissaint, DEP Grant Manager

Nathan Jagoda, 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

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

PROJECT TITLE: Key West Treatment Plant Solids Dewatering Upgrades

PROJECT LOCATION: The Project will be located in the City of Key West within Monroe County; Lat/Long (24.5694, -81.7972). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: Biological activated sludge, composed of bacteria and protozoa, is utilized in the treatment of wastewater to consume organic matter in sewage, and oxidize carbonaceous and nitrogenaceous biological matter. On average 22,000 gallons of activated sludge must be removed from the City of Key West's (Grantee) Richard A. Heyman Environmental Protection Facility, on a daily basis. Dewatered activated sludge may be conveniently and economically transported in trailer truck, where liquid activated sludge must be tanker truck transported, increasing the cost for transportation and risk of spillage. Additionally, the use of a belt filter press is an efficient, low cost to operate and maintain, means of dewatering activated sludge and returning liquid to the treatment process, thereby preventing liquid wastewater from impacting nearshore waters, streams, and lakes.

PROJECT DESCRIPTION: The Grantee will purchase and install two (2) belt filter presses; sludge pumps; polymer feed injection and mixing systems; and electrical control panels for motor starters, belt drives, programmable logic controllers, speed and flow indicators. The Grantee will also upgrade the electrical distribution power supply and construct a sludge cake conveyance belt system.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct the treatment plant solids dewatering upgrades in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) 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.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,600,000	07/01/2021	10/31/2024
Total:			\$1,600,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, 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.