

DEP AGREEMENT NO. S0696
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 29th day of April, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF FORT PIERCE (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, the Grant Work Plan needs to be revised to add piping construction and to remove bioswale construction; and,

WHEREAS, the Grantee has requested and the Department has approved a time extension to complete the project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Paragraph 2. is hereby revised to change the completion date of this Agreement to October 27, 2017.

-- Paragraph 3.C. is hereby deleted in its entirety and replaced with the following:

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

-- Attachment A, Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to **Attachment A-1, Revised Grant Work Plan**.

-- Attachment E, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment E-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment E shall hereinafter refer to **Attachment E-1, Revised Special Audit Requirements**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

CITY OF FORT PIERCE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Title: Linda Hudson, Mayor

By: _____
Secretary or Designee

Attest: _____
Linda W. Cox, City Clerk

Date: _____

Date: _____

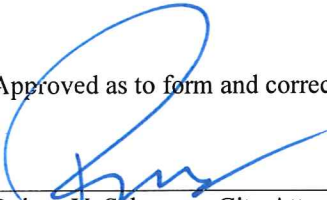

Taufiqul Aziz, DEP Grant Manager


Connie Becker, DEP Grant Manager


DEP Contracts Administrator

Approved as to form and correctness:

Approved as to form and legality:


Robert V. Schwerer, City Attorney

 10/30/14
DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-1	Revised Grant Work Plan (8 Pages)
Attachment	E-1	Revised Special Audit Requirements (5 Pages)

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

PROJECT NAME: Fort Pierce Phase I Veterans' Memorial Park Stormwater Improvements
PROJECT FUNDING: \$462,000.00 **MATCH:** \$541,500.00 (CITY SMU FUNDS)
TOTAL PROJECT COST: \$1,003,500.00
LEAD ORGANIZATION: City of Fort Pierce Engineering Department

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: City of Fort Pierce, St. Lucie County – Refer to Exhibit 1
Impacted Watershed Name: Indian River Lagoon
Size of Project Impact: 8 Acres – Refer to Exhibit 2
Size of Area Being Treated: 44.1 Acres – Refer to Exhibit 1
Latitude: 27.7553
Longitude: 80.3206
Hydrologic Unit Code: 03080202-009
WBID: 5003A
Impaired waterbody affected: 5003A – Indian River Lagoon
Impairment: This project will reduce the Total Nitrogen, Total Phosphorus, Suspended Solids and Copper prior to discharging into the Indian River Lagoon.
TMDL Status: Indian River Lagoon – Total Maximum Daily Load (TMDL) is being reviewed
BMAP Status: Moore's Creek Watershed Basin - A BMAP is being developed
Land Uses within the area being treated

Land Use	Acres	%
Residential Low Density (1100)	3.3	7.5
Residential Medium Density (1200)	6.4	14.5
Residential High Density (1300)		
Commercial and Services (1400)	26.4	59.9
Industrial (1500)		
Extractive (1600)		
Institutional (1700)		
Recreational (1800)	8	18.1
Open Land (1900)		
Agriculture (2000)		
Upland Non-Forested (3000)		
Upland Forests (4000)		
Water (5000)		
Wetlands (6000)		
Barren Land (7000)		
Transportation, Communication, and Utilities (8000)		
Land Use Totals (Acreage and %)	44.1	100

LAND OWNERSHIP STATUS:

Land necessary for the construction of treatment infrastructure has been acquired. Title is held by City of Fort Pierce.

PROJECT OVERVIEW: The City of Fort Pierce will initially treat the 8.0 acre Veteran's Park with subsequent treatment of the remaining 36.1 acre drainage basin that currently discharges untreated into the Indian River Lagoon, refer to Exhibit 1.

The project will initially pretreat stormwater runoff via pervious pavers within the parking and sidewalk areas including the pedestrian plaza area. Any excess run-off will be collected into two bio-swales, funded by a 319 grant, which will then discharge into a 0.50 acre lake complete with aeration fountains. In addition to the 8.0 acre park treatment, the project will also re-direct the discharge from the remaining 36.1 acre drainage basin into two additional bio-swales that in turn drain into the lake prior to being re-routed to the existing stormwater outfalls that discharge to the Indian River Lagoon. This is achieved by utilizing three (3) control structures, one is funded by separate funding source, refer to Exhibit 2.

Water quality monitoring is proposed during and after construction and the project will include public education aspects with the use of an educational kiosk at the park and informational pamphlets inside the River Walk Center building located on site. The Grantee will provide a large display board of the project near the entrance to the City Commission chambers and also on the park property so as to permit the general public viewing rights of the project along with applicable funding amounts and funding entities. The construction will be featured in the Grantee's newsletter and have write-ups in the local paper.

ESTIMATED POLLUTANT LOAD REDUCTION MODEL USED:

This Agreement is for a structural Best Management Practice (BMP) project. In the below estimated pollutant load reduction, the applicant used the following model: The STEPL Model was used to obtain the load reductions.

BMPs Installed		TSS lbs/yr	TP lbs/yr	TN lbs/yr	Sediment lbs/yr	BOD lbs/yr	Other lbs/yr	Other lbs/yr
BMP #1 Pervious Pavers (Phase 1)							LEAD	ZINC
Pollutant Loads	Pre-Project	882.28	2.75	18.11		118.15	0.08	1.44
	Post-Project	88.23	0.96	2.72		118.15	0.00	0.00
	Load Reduction	877.34	1.79	15.39		0.00	0.08	1.44
	% Reduction	90.0	65.0	85.1		0.00	100.0	100.0
BMP #2 Bio-Swales (Phase 2)		TSS lbs/yr	TP lbs/yr	TN lbs/yr	Sediment lbs/yr	BOD lbs/yr	Other lbs/yr	Other lbs/yr
							LEAD	ZINC
Pollutant Loads	Pre-Project	88.32	0.96	2.72		1118.15	0.00	0.00
	Post-Project	12.35	0.30	1.22		33.08	0.00	0.00
	Load Reduction	75.88	0.66	1.49		85.07	0.00	0.00
	% Reduction	86.0	68.5	55.0		72.0	0.0	0.0
BMP #3 Wet Pond (Phase 1)		TSS lbs/yr	TP lbs/yr	TN lbs/yr	Sediment lbs/yr	BOD lbs/yr	Other lbs/yr	Other lbs/yr
							LEAD	ZINC
P	Pre-Project	12.35	0.30	1.22		33.08	0.00	0.00

	Post-Project	4.94	0.06	0.70		33.08	0.00	0.00
	Load Reduction	7.41	0.24	0.52		0.00	0.00	0.00
	% Reduction	60.0	79.0	42.7		0.0	0.0	0.0
TOTAL		TSS lbs/yr	TP lbs/yr	TN lbs/yr	Sediment lbs/yr	BOD lbs/yr	Other lbs/yr	Other lbs/yr
							LEAD	ZINC
Pollutant Loads	Pre-Project	882.28	2.75	18.11		118.15	0.08	1.44
	Post-Project	4.94	0.06	0.70		33.08	0.00	0.00
	Load Reduction	877.34	2.68	17.41		85.07	0.08	1.44
	% Reduction	99.4	97.7	96.1		72.0	100.0	100.0

EMCS USED IN MODEL: Event Mean Concentrations (EMCs) listed were used in the model to estimate pre-project pollutant loads.

ESTIMATED RESIDENCE TIME OF ANY PONDS, SWALES, ETC.: Estimated Pond Residence Time is seventy-four (74) days.

TASKS and DELIVERABLES:

Task 1: Design and Permitting (Match: \$66,900.00)

Complete engineering design plans and permits for all BMPs, including wet pond, floc-logs, and pervious pavers.

Deliverables: A complete set of design and construction drawings and any required permit for the project.

Timeline for completion: Start Month 1 Complete Month 8

Performance Standard: The Department's Grant Manager will review the Design, Construction Drawings, and Permits for their completeness and to ensure compliance with state and federal laws specific to this Agreement.

Budget Information: DEP Amount: \$0.00; Match from City Stormwater Utility: \$66,900.00

Task 2: Bidding (Match: \$5,000.00)

Prepare, send, receive, evaluate and award construction bid.

Deliverables: Copy of the bid tabulation and copy of the Notice of Award for construction to the selected contractor.

Timeline for completion: Start Month 9 Complete Month 12

Performance Standard: The Department's Grant manager will review the bid package to ensure compliance with state and federal laws specific to this Agreement.

Budget Information: DEP Amount: \$0.00; Match from City Stormwater Utility: \$5,000.00

Task 3: BMP Implementation/Construction (DEP Amount: \$382,000; Match: \$434,600)

Acceptance of the constructed facilities according to the design for a stormwater treatment train facilities for BMPs (pervious pavers, two (2) control structures and wet detention pond). The constructed facilities are to include an 8' deep, 0.5 acre wet detention lake w/ aeration fountains; sheet piling and concrete cap; 10,400 SF +/- of pervious sidewalk and parking spaces; 10 LF of 48"x76" ERCP culvert; four (4) Type "C" inlets; two (2) Type "E" control structures; 220 LF of 12" yard drain pipe with eight (8) yard drain inlets; 168 LF of 18" RCP storm drain; and 352 LF of 24" RCP storm drain; 1,442 LF of Type "D" curb; 96 LF of handrail; utility relocation work; landscaping (stabilization); and irrigation.

Deliverables: Copies of As-Builts; photographs of before, during and after construction; and Certificate of Completion from Engineer

Timeline for completion: Start Month 13 Complete Month 25

Performance Standard: The Department's Grant Manager will review the photographs and as built drawings for all components to verify that construction has been completed in accordance with the approved plans.

Budget Information: DEP Amount: \$382,000.00; Match from City Stormwater Utility: \$434,600.00.

Task 4: BMP Effectiveness Monitoring (DEP Amount: \$80,000.00)

Complete and submit to the Department a Quality Assurance Project Plan for monitoring prior to commencement of the project's monitoring. The monitoring plan will specify the sampling locations, sampling instruments, and parameters to be sampled. The parameters shall include, but are not limited to: TN (lbs/yr), TP (lbs/yr), TSS (lbs/yr), Cd, Cr, Cu, Zn, NO2/NO3, TKN, NH3, Orthophosphate, oil/grease, Fecal coliform, rainfall and flow. Monitored events shall include 7 – 10 discrete rain events, generally greater than 0.20 inches and less than 1.5 inches. Monitoring is to be performed at inflow and outflow locations of the treatment BMP train installed and in accordance with the approved QAPP. Sampling locations shall be recorded and verified using a GPS device. Project-specific details must be added during QAPP development.

Deliverables: Approved QAPP and Monitoring Report.

Timeline for completion: Start Month 24 Complete Month 36

Performance Standard: Draft QAPP, final approved QAPP and Monitoring report will be reviewed by the Department's Grant Manger for compliance with the Department's standard operating procedures for Monitoring.

Budget Information: DEP Amount: \$80,000.00; Match from City Stormwater Utility: \$0.00

Task 5: Public Education (Match: \$15,000.00)

Complete an on-site kiosk with display of the stormwater project, attendance of at least one City Friday Fest to show project progress and educate the public, display at the entrance to the City Commission Chambers, and provide articles in the City's website and/or local newspaper.

Deliverables: Photos, meeting notes, sign-in sheets, copies of articles.

Timeline for completion: Start Month 13 Complete Month 30

Performance Standard: The Department's Grant Manager will review the photographs of kiosk, meeting notes and copies of articles to ensure they meet the objectives of the task description.

Budget Information: DEP Amount: \$0.00; Match from City Stormwater Utility: \$15,000.00

Task 6: Draft and Final Reports (Match: \$20,000.00)

Complete and submit to the Department a Final Report. This Final Report is intended to capture the outcome and results of the selected project, including all tasks included in this project. This shall include, where applicable, why a BMP did not obtain or exceeded the expected removal efficiency; any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; pollutant load reduction in kg/year; and more. The Final Report template, available from the Department's contract manager, should be followed as much as possible. Quarterly information regarding the status of the project conveyed to the public. Slides will be taken throughout the construction.

Deliverables: Draft final report; Final report

Timeline for completion: Start Month 36 Complete Month 40

Performance Standard: The Department's Grant Manager will review the draft final report and provide comments to the Grantee. The Department's Grant Manager will review the Final Report for completeness and to ensure all comments were addressed.

Budget Information: DEP Amount: \$0.00; Match from City Stormwater Utility: \$20,000.00

TIMELINE:

Task No.	Task Title	Start	Complete
1	Design and Permitting	Month 1	Month 8
2	Bidding	Month 9	Month 12
3	BMP Implementation / Construction	Month 13	Month 25
4	BMP Effectiveness Monitoring	Month 24	Month 36
5	Public Education	Month 13	Month 30
6	Draft and Final Reports	Month 36	Month 40

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding	Match Funding	Match Source
1	Salaries	\$0	\$0	
	Fringe Benefits	\$0	\$0	
	Travel	\$0	\$0	
	Contractual	\$0	\$66,900.00	Grantee
	Equipment Purchases	\$0	\$0	
	Supplies/Other Expenses	\$0	\$0	
	Land	\$0	\$0	
	Indirect	\$0	\$0	
	Total for Task	\$0	\$66,900.00	

2	Salaries	\$0	\$0	
	Fringe Benefits	\$0	\$0	
	Travel	\$0	\$0	
	Contractual	\$0	\$5,000.00	Grantee
	Equipment Purchases	\$0	\$0	
	Supplies/Other Expenses	\$0	\$0	
	Land	\$0	\$0	
	Indirect	\$0	\$0	
	Total for Task	\$0	\$5,000.00	

3	Salaries	\$0	\$0	
	Fringe Benefits	\$0	\$0	
	Travel	\$0	\$0	
	Contractual	\$382,000.00	\$434,600.00	Grantee
	Equipment Purchases	\$0	\$0	
	Supplies/Other Expenses	\$0	\$0	
	Land	\$0	\$0	
	Indirect	\$0	\$0	
	Total for Task	\$382,000.00	\$434,600.00	

4	Salaries	\$0	\$0	
	Fringe Benefits	\$0	\$0	
	Travel	\$0	\$0	
	Contractual	\$80,000.00	\$0	
	Equipment Purchases	\$0	\$0	
	Supplies/Other Expenses	\$0	\$0	
	Land	\$0	\$0	
	Indirect	\$0	\$0	
	Total for Task	\$80,000.00	\$0	

5	Salaries	\$0	\$0	
	Fringe Benefits	\$0	\$0	
	Travel	\$0	\$0	
	Contractual	\$0	\$10,000.00	Grantee
	Equipment Purchases	\$0	\$0	
	Supplies/Other Expenses	\$0	\$5,000.00	Grantee
	Land	\$0	\$0	
	Indirect	\$0	\$0	
	Total for Task	\$0	\$15,000.00	

6	Salaries	\$0	\$0	
	Fringe Benefits	\$0	\$0	
	Travel	\$0	\$0	
	Contractual	\$0	\$20,000.00	Grantee
	Equipment Purchases	\$0	\$0	
	Supplies/Other Expenses	\$0	\$0	
	Land	\$0	\$0	
	Indirect	\$0	\$0	
	Total for Task	\$0	\$20,000.00	
Total:		\$462,000.00	\$541,500.00	
Total Project Cost:		\$1,003,500.00		
Percentage Match:		46.0%	54.0%	

PROJECT BUDGET CATEGORY TOTALS:

Category Totals	Grant Funding	Match Funding	Match Source
Salaries Total	\$0	\$0	
Fringe Benefits Total	\$0	\$0	
Travel Total	\$0	\$0	
Contractual Total	\$462,000.00	\$536,500.00	Grantee
Equipment Purchases Total	\$0	\$0	
Supplies/Other Expenses Total	\$0	\$5,000.00	Grantee
Land Total	\$0	\$0	
Indirect Total	\$0	\$0	
Total:	\$462,000.00	\$541,500.00	
Total Project Cost:	\$1,003,500.00		
Percentage Match:	46.0%	54.0%	

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EXHIBIT 1

Drainage Basin/Treatment Area Map (Includes drainage sub-basins)

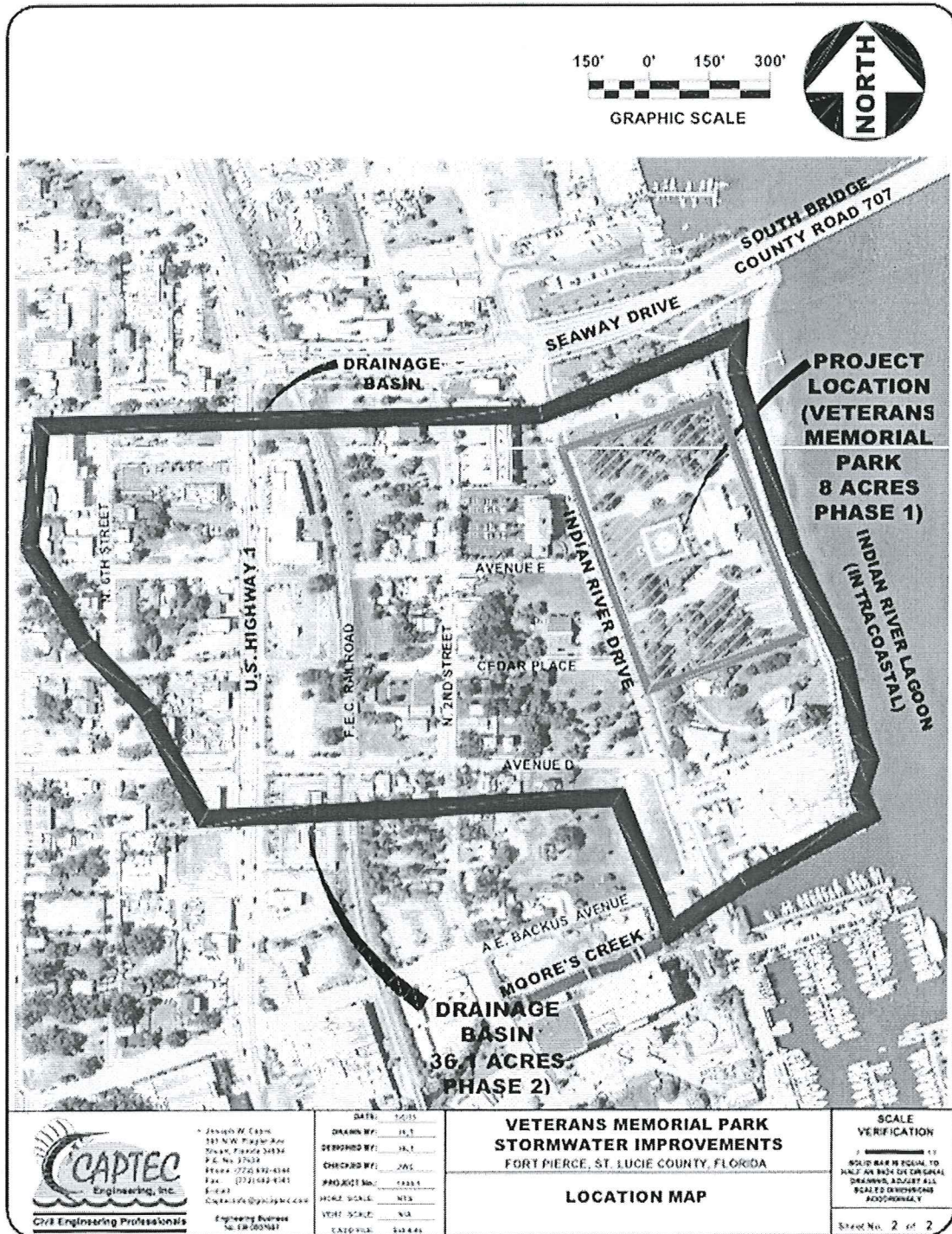
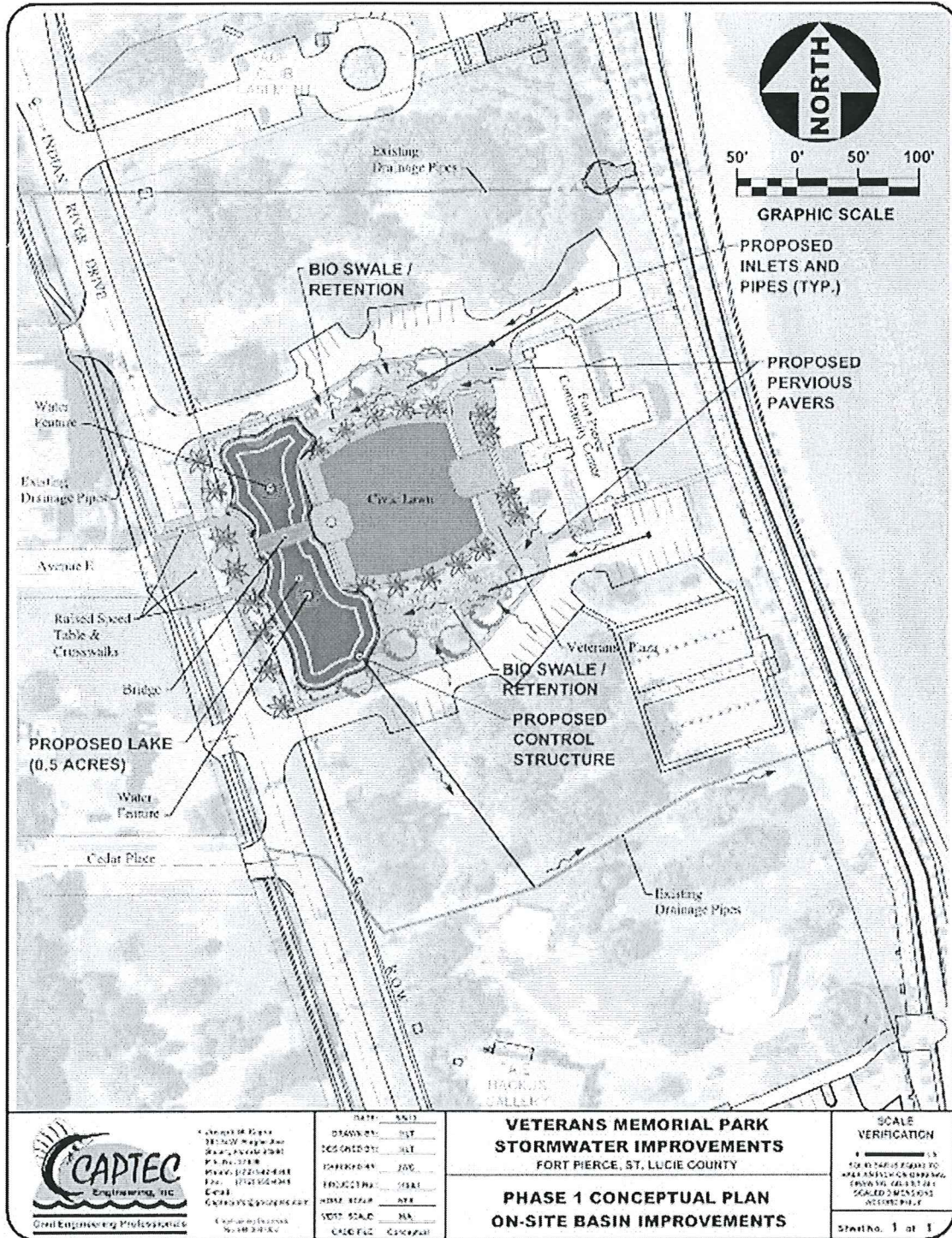


EXHIBIT 2



Note: Bio Swales/Retention are not part of this project, but are being constructed under a separate contract.

ATTACHMENT E-1

REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1663 and 1620	2013 and 2014	37.039	Statewide Surface Water Restoration and Wastewater Projects	140076

Total Award	\$462,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.flids.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.