

**AMENDMENT NO. 3
TO AGREEMENT NO. LPA0212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, \$1,310,187.00 in additional funding for this Project is provided under Line Item 1732A of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now \$22,562,675.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1732A of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete 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 December 31, 2026. 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 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$22,562,675	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1657A, FY 19-20, GR	\$122,052
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1607A, FY 21-22, GR	\$7,000,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$6,983,936
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1705A, FY 23-24, GR	\$7,146,500
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A, FY 24-25, GR	\$1,310,187
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$22,562,675

3. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, 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 3-3, Revised Grant Work Plan.

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4. Attachment 5-2, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-3, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-3, Revised Special Audit Requirements.
5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
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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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.

POLK REGIONAL WATER COOPERATIVE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Eric DeHaven, Executive Director
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Nathan Jagoda, DEP Grant Manager

Michael Barr, 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	3-3	Revised Grant Work Plan
Attachment	5-3	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

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

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

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.

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Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 - Winter Haven Septic to Sewer Program

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

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.

Project No. 4 - Frostproof Wastewater System Upgrades

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station. The Grantee is anticipating to directly purchase the following materials:

- One 56 KW Generator and associated installation costs.
- One 30 KW Generator and associated installation costs.

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.

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Project No. 5 - Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

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.

Project No. 6 - Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

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.

Project No. 7 - Southeast Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

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Project No. 8 – Demand Management Plan Project

PROJECT BACKGROUND: Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

PROJECT DESCRIPTION: The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

Documentation: The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

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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Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report and design documents for the Polk County AWS receiving facilities.

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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Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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.

Budget Narrative: The Miscellaneous/other expenses budget category for this task will be used solely for the direct purchase and installation of generators for the Frostproof Wastewater System Upgrades project.

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Task 5: Conservation Incentives

Deliverables: The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

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; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

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 6: Project Management

Deliverables: The Grantee will provide project management services related to Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

- Project 4: Project management services for the Frostproof Wastewater System Upgrades project.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$122,052 ¹	07/01/2019	06/30/2026
			\$1,727,557	07/01/2021	06/30/2026
			\$6,983,936	07/01/2022	06/30/2026
			\$7,071,500	07/01/2023	06/30/2026
			\$1,235,187	07/01/2024	06/30/2026
2	Preconstruction Activities	Contractual Services	\$826,198	07/01/2021	06/30/2026
3	Bidding and Contractor Selection	Contractual Services	\$118,342	07/01/2021	06/30/2026
4	Construction	Contractual Services	\$3,964,430	07/01/2021	06/30/2026
		Miscellaneous/ Other Expenses	\$216,647	07/01/2021	06/30/2026
5	Conservation Incentives	Contractual Services	\$150,000	07/01/2023	06/30/2026
6	Project Management	Contractual Services	\$146,826	07/01/2021	06/30/2026
Total:			\$22,562,675		

¹\$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-3

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 agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), 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 \$750,000 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.myflorida.com/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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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/facweb/>

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	\$122,052	140047
Original Agreement	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects	\$7,000,000	140047
Amendment No. 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	\$6,983,936	140047
Amendment No. 2	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$7,146,500	140047
Amendment No. 3	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects	\$1,310,187	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$22,562,675	
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¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.