

**AMENDMENT NO. 1
TO AGREEMENT NO. LPR0019
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK COUNTY**

This Amendment to Agreement No. LPR0019 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Polk County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk County Crooked Lake Park Reccivership Wastewater Treatment Facility Abandonment (Project), effective August 25, 2022; and,

WHEREAS, \$83,050 in additional funding for this Project is provided under Line Item 1665A of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now \$608,050; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1665A of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, the parties have agreed to change the Department's Grant Manager to the Agreement as set forth herein; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

- 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):
\$608,050	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	SC/PR, Line Item 1592A, FY 21-22	\$525,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, Line Item 1665A, FY 22-23	\$83,050
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$608,050

- Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	Grantee's Grant Manager
Name: Hannah Lowenthal	Name: Tania McMillan
Address: 3900 Commonwealth Blvd	Address: P.O. Box 9005
Tallahassee, FL 23299	Bartow, FL 33831
Phone: (850)245-2942	Phone: 863-534-6000
Email: Hannah.lowenthal@FloridaDEP.gov	Email: taniamcmillan@polk-county.net

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 COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Print Name and Title

Angela Knecht, Division Director

Print Name and Title

Date: _____

Date: _____

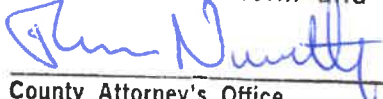
Hannah Lowenthal, DEP Grant Manager

Mitch Holmes, 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	5-1	Revised Special Audit Requirements

Reviewed as to form and legal sufficiency



County Attorney's Office Date: _____

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. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, 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 5-1, Revised Special Audit Requirements.
5. 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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ATTACHMENT 3-1 GRANT WORK PLAN

PROJECT TITLE: Polk County Crooked Lake Park Receivership Wastewater Treatment Facility Abandonment

PROJECT LOCATION: The Project will be located in the City of Lake Wales within Polk County; Lat/Long (27.8336, 81.5852).

PROJECT BACKGROUND: In March 2021, Polk County was assigned ownership of the Crooked Lake Park Wastewater Treatment Facility (WWTF) after it was placed into receivership, as a result of multiple violations of Florida environmental laws and regulations and abandonment by the previous owner. The WWTF serves connections from the neighboring mobile and block homes and is located adjacent to Crooked Lake. The state designated Crooked Lake as an Outstanding Florida Water in 1987 due to the lake's natural attributes, and the discharge of partially treated sewage into the lake is causing increased nitrogen levels and has lowered the overall health level of the lake. Polk County took ownership of this WWTF in March 2021, and is proposing to abandon it and send the wastewater to the Lake Wales wastewater system. The upgrades involved with this project will reduce nitrogen loading to Crooked Lake and subsequently, within the Lake Okeechobee Basin Management Action Plan (BMAP). Since Crooked Lake is identified as an Outstanding Florida Water, this project will have a positive benefit on the lake and realize the nutrient reduction benefits to the Upper Kissimmee subwatershed.

Polk County is prioritizing the abandonment of the existing Crooked Lake WWTF and the conveyance of the current flows to the Lake Wales wastewater collection system to enhance nitrogen reduction to Crooked Lake and the surrounding waterways. The existing plant consists of a collection system, lift stations and package WWTF with a capacity of 60,000 GPD. The facility was not designed to achieve enhanced nutrient removal and was not operating in conformance with their permit. Since May 2019, the Crooked Lake WWTF has been shipping waste to BS Ranch and Farm in Lakeland and a waste recycling plant in Avon Park.

Partial funding for this project is associated with the larger Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability project funded under DEP Agreement No. LPA0212.

PROJECT DESCRIPTION: Polk County (Grantee) will complete the design and construction of a wastewater lift station at the site of the existing WWTF; a force main to connect to the City of Lake Wales WWTF; abandonment of the existing Crooked Lake WWTF; and other ancillary components. The project benefit is estimated reduction of 411 lbs/yr TN.

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

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of a wastewater conveyance system and abandonment of the existing WWTF. The Grantee will 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 (or preconstruction) 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: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of a wastewater conveyance system and abandonment of the existing WWTF.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; 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 following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will abandon the existing WWTF and construct a wastewater conveyance system 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.

Task 4: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, 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.

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	Design and Permitting	Contractual Services	\$75,000	07/01/2021	06/30/2023
2	Bidding and Contractor Selection	Contractual Services	\$5,000	07/01/2021	12/31/2023
3	Construction	Contractual Services	\$508,050	07/01/2021	03/31/2025
4	Project Management	Contractual Services	\$20,000	07/01/2021	03/31/2025
Total:			\$608,050		

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

Attachment 5-1

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 \$750,000 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 \$750,000 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 \$750,000 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	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					
				\$	

Note: If 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	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
Federal Program A	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	State Appropriation Category
Original Agreement	Department of Environmental Protection	21 - 22	37.039	SC/PR WQ, GAA LJ 1592A, FY 21-22, GR	149945
Amendment	Department of Environmental Protection	22 - 23	37.039	LP, GAA LJ 1665A, FY 22-23, GR	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$608,050
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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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.