

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund 1229 Department 380 Unit 3040 Object 8101
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

No fiscal impact for a time extension

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

OFMB 4/15/09
4/15/09
SN 4/15/09
4/14/09

Contract Administrator
4/16/09
416109

B. Legal Sufficiency:

Man J
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH
AGREEMENT #R2006-0880
City of West Palm Beach Pollution Control Devices**

Res 69-09

AMENDMENT NO. 2

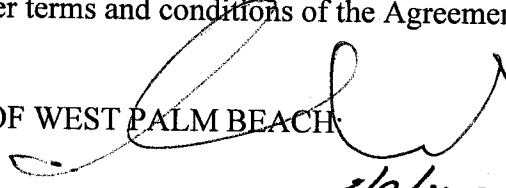
**GRANTEE
CITY OF WEST PALM BEACH
ATTN: CITY ADMINISTRATOR
PO BOX 3366
WEST PALM BEACH, FLORIDA 33402**

THIS AMENDMENT NO. 2 TO THE AGREEMENT entered into on the 16th day of May, 2006, and amended on February 6, 2007 (#R2007-0169) is hereby revised as follows:

- Article 2 is hereby revised to extend the completion date of the Agreement from March 31, 2009 to December 31, 2009.

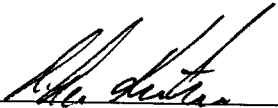
All other terms and conditions of the Agreement shall remain unchanged.

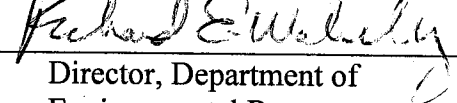
CITY OF WEST PALM BEACH

By:  3/9/2009
Mayor Date

ATTEST:

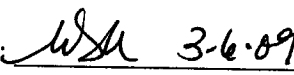
PALM BEACH COUNTY:

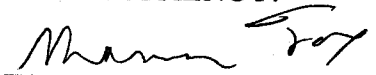
By:  3/9/2009
Clerk Date

By: 
Director, Department of
Environmental Resources
Management

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  3-6-09
City Attorney

By: 
Assistant County Attorney

Attachments/Exhibits included as part of this Amendment:

Attachment A: DEP Agreement No. LP6046, Amendment 1

INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH
AGREEMENT #R2006-0880
City of West Palm Beach Pollution Control Devices

AMENDMENT NO. 001

GRANTEE

CITY OF WEST PALM BEACH
ATTN: CITY ADMINISTRATOR
PO BOX 3366
WEST PALM BEACH, FLORIDA 33402

THIS AGREEMENT, entered into on the 16th day of May, 2006, is hereby revised as follows:

- Article 2 is hereby revised to extend the completion date of the Agreement from January 31, 2009 to March 31, 2009.
- Article 3 is hereby revised to increase the maximum compensation amount of the Agreement from \$600,000 to \$1,100,000 (an increase of \$500,000). The parties hereto agree that the Grantee is responsible for providing an additional match of \$500,000 for a total match of \$1,300,000 toward the project described in Exhibit A.
- Exhibit A-1, Scope of Work is attached hereto and a part of the Agreement providing for the additional funds appropriated.

All other terms and conditions of the Agreement shall remain unchanged.

CITY OF WEST PALM BEACH

By: [Signature] 12/4/06
Mayor Date

ATTEST:

By: [Signature] 12/4/06
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature] 12/4/06
City Attorney's Office

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature] FEB 06 2007
~~Franco Mesikotti, Chairman~~ Date
Addie L. Greene, Chairperson

ATTEST: Sharon R. Bock, Clerk & Comptroller

By: [Signature] FEB 06 2007
Sharon R. Bock, Clerk Date
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 

Director, Department of
Environmental Resources
Management

Attachments/Exhibits included as part of this Amendment:

Attachment A-1: Revised Scope of Work

Attachment B-1: DEP Agreement No. LP6046, Amendment 1

SCOPE OF WORK
City of West Palm Beach
23rd, 26th, and 33rd Streets Pollution Control Device Project
DEP Agreement No. LP6046-1
PBC Agreement No. R2006-0880-Amendment 001

Project Summary: The City's recent Storm Water Master Plan outlines several measures to be taken to reduce pollutants discharged to the Lagoon via the City's storm water runoff. These measures include installation of Suntree Technologies Nutrient Separating Baffle Boxes (NSBB), drainage and sanitary pipe replacements, exfiltration systems and lake detention systems. This project includes the installation of storm water NSBBs on 23rd, 26th, and 33rd Streets, three of the City's primary drainage system pipes that outfall directly to the Lake Worth Lagoon.

The purpose of the Suntree Technologies NSBBs is to reduce the amount of trash, oils, greases and suspended solids entering the Lagoon in an attempt to reverse the adverse impacts caused by decades of untreated stormwater runoff. Each of these project sites will be surveyed to determine the appropriate locations for these devices. It is anticipated that the devices will be located near the outfall discharge point of each drainage system and within the City's right of way for easy access and cleaning. Required pipe relocations and or replacements/improvements immediately upstream of the structures and downstream to the outfall discharge point are also included in the project scope of work.

Project Tasks -	Start/End Dates	Estimated Costs
Task 1 - Engineering/Design/Permitting	Underway/July 2006	Underway
Task 2 - Bid Process	June 2006/September 2006	NA
Construction	September 2006	
Task 3 - Mobilization	September 2006/October 2006	\$100,000
Task 4 - Pollution Control Devices	October 2006/September 2008	\$800,000
Task 5 - Completion/Retainage	September 2008	\$100,000
Task 6 - Grant Close-out/	September 2008	NA
Task 7 - Project Completion	September 2008	NA
TOTAL ESTIMATED COST		\$1,000,000
GRANT AWARD		\$500,000
CITY MATCH		\$500,000

Expected Benefits: The project will enhance water quality of runoff from a 451.1-acre watershed before it enters Lake Worth Lagoon. Pollution Control Devices have been reported to have the following treatment efficiencies: 75-90% removal of total suspended solids, 45-70% removal of nutrients (phosphorous and nitrogen) and 75-90 % removal of heavy metals.

Measurement of Benefits: The City will estimate the pollutant load reduction of the installed storm water improvements in accordance with accepted design methods.

Deliverables: The City will submit a final report, with construction progress photos and an Engineer's Certification of Construction Completion documenting the completion of the project to DEP for approval at the completion of the project.

Source of Matching Funds: City of West Palm Beach Stormwater Bond

OCT 17 2006

STATE FINANCIAL ASSISTANCE AGREEMENT
AMENDMENT 1 TO GRANT ASSISTANCE AGREEMENT LP6046
PALM BEACH COUNTY

PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT as entered into April 27, 2006 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and PALM BEACH COUNTY (hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

WHEREAS, paragraph 2 allows for the inclusion of additional services if additional funding is made available; and,

WHEREAS, the Legislature provided additional funds for the project; and,

WHEREAS, the Department desires to add funds for an additional service period to extend the Agreement period to June 30, 2009; and,

WHEREAS, the maximum compensation amount of the Agreement will be increased by \$2,000,000 to provide funding for the second service period; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby revised to extend the completion date of the Agreement from March 31, 2009 to June 30, 2009.
2. Paragraph 3A is hereby revised to increase the maximum compensation amount of the Agreement from \$1,000,000 to \$3,000,000 (an increase of \$2,000,000). The parties hereto agree that the Grantee is responsible for providing an additional match of \$2,000,000 for a total match amount of \$3,000,000 toward the project described in Attachment A.
3. Paragraph 9 is hereby revised to change the website listed to <https://apps.fldfs.com/fsaa>.
4. Attachment A-1, Project Work Plan is attached hereto and made a part of the Agreement providing for the additional funds appropriated.
5. Attachment D, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment D-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment D shall hereinafter refer to Attachment D-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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

R2006-2257
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Karen T. Marcus

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Chairman, Tony Masilotti

By: _____
Director

Date: OCT 17 2006

Date: _____

Grant Manager

FEID No.: _____

APPROVED AS TO FORM AND LEGAL SUFFICITNCY

BY [Signature]
County Attorney

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By [Signature]
Deputy Clerk

APPROVED AS TO TERMS AND CONDITIONS

BY [Signature]
Richard E. Walesky, Director
Department of Environmental Resources Management

Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (including number of pages)
Attachment	A-1	Revised Project Work Plan - (3 Pages)
Attachment	D-1	Revised Special Audit Requirements (5 Pages)

ATTACHMENT A - I PROJECT WORK PLAN

Please complete this form with as much detail as possible

I. GRANTEE/PROJECT INFORMATION:

Grantee:	Palm Beach County Board of County Commissioners
Project Title:	Lake Worth Lagoon Restoration
DEP Grant #:	LP6046/1

II. FUNDING PLAN:

Category of Expenditure	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Professional Services		\$95,000	\$95,000
Construction & Demolition	\$1,766,575	\$1,671,575	\$3,438,150
Land			
Equipment			
Other - Monitoring	\$200,000	\$200,000	\$400,000
Other - Grant Administration	\$33,425	\$33,425	\$66,850
Total	\$2,000,000	\$2,000,000	\$4,000,000

III. SCOPE OF WORK: (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, quarterly cash needs, etc.)

There are six sub-projects as follows:

1. Westgate/Belvedere Homes Community Redevelopment Agency: North Westgate Infrastructure Improvements Project, Phase IV

The North Westgate Infrastructure Improvements Project – Phase IV will improve the existing drainage basin within a residential neighborhood which was developed prior to the requirements for water quality treatment. Improvements to the approximate 64.7-acre basin during Phase IV include approximately 4.5 miles of infrastructure improvements within the North Westgate area (e.g., construction of detention areas, regrading of swales, and replacement of the existing septic sewer system with a sanitary sewer system). Benefits of the project include a reduction in groundwater and surface water loadings of pollutants such as metals, nutrients, oxygen depleting materials and sediments within the contributing drainage area of the C-51 Canal.

The improvement project will benefit the Lagoon system in two ways. First, the retrofitting of the stormwater retention system which includes improving the swales, and constructing retention areas with new control structures, will help provide better water quality for the runoff which enters the Lagoon. Water quality improvements will be made prior to discharge into the adjacent canal system. Second, the infrastructure improvements will provide the residents with a sanitary sewer system which will replace the current septic system. This will eliminate the sewage which is being discharged by the septic systems into the groundwater which seeps into canals. The stormwater detention will also attenuate stormwater discharge rates and thereby reduce flooding potential to the area. The discharge attenuation will also help reduce peak discharges to the C-51 Canal and LWL.

Project Start: January 2006
Construction Start: May 2007

Construction End: May 2008
Project Completion: July 2008

2. City of West Palm Beach: 23rd, 26th, and 33rd Streets Pollution Control Device Project

The City's recent Storm Water Master Plan outlines several measures to be taken to reduce pollutants discharged to the Lagoon via the City's storm water runoff. These measures include installation of pollution control devices (Suntree Nutrient Separating Baffle Box), drainage and sanitary pipe replacements, exfiltration systems and lake detention systems. This project includes the installation of storm water Pollution Control Devices (PCD's; Suntree Nutrient Removal Baffle Box) on three of the City's primary drainage system pipes (23rd, 26th, and 33rd Streets) that outfall directly to the Lake Worth Lagoon.

The purpose of the Pollution Control Devices is to reduce the amount of trash, oils, greases and suspended solids entering the Lagoon in an attempt to reverse the adverse impacts caused by decades of untreated stormwater runoff. Each of these project sites will be surveyed to determine the appropriate locations for these devices. It is anticipated that the devices will be located near the outfall discharge point of each drainage system and within the City's right of way for easy access and cleaning. Required pipe relocations and or replacements/improvements immediately upstream of the structures and downstream to the outfall discharge point are also included in the project scope of work. The project will enhance water quality of runoff from a 389.2-acre watershed before it enters Lake Worth Lagoon. Pollution Control Devices have been reported to have the following treatment efficiencies: 75-90% removal of total suspended solids, 45-70% removal of nutrients (phosphorous and nitrogen) and 75-90 % removal of heavy metals. The City will estimate the pollutant load reduction of the installed storm water improvements in accordance with accepted design methods.

Project Start: May 2006
Construction Start: September 2006
Construction End: September 2008
Project Completion: December 2008

3. Town of Hypoluxo: Sewering of Hypoluxo Shores

The Town of Hypoluxo is located on Lake Worth Lagoon and directly impacts the water body. There are 28 residential lots located east of US Highway 1 that use septic tanks for wastewater treatment. The septic systems are more than 50 years old and some are located within close proximity to Lake Worth Lagoon, in some cases, 10 feet from the edge of water. By removing the aging septic system, septic loading to the lagoon from these residences will be eliminated.

Project Start: October 2006
Construction Start: August 2007
Construction End: February 2008
Project Completion: May 2008

4. Boynton Beach/Ocean Ridge Mangrove Planter/Revetment

The proposed mangrove planter/revetment project is designed to protect an approximate 30 acre mangrove area, including a 2,400 foot mangrove fringe that has slowly eroded by boat wakes. The project will consist of the placement of approximately 6,400 tons of limestone boulders along the mangrove fringe and, where practical, construction of a linear mangrove planter between the rock and existing mangroves consisting of filter fabric filled with sand and soil amendments and planted with red mangroves and Spartina. These mangroves provide important habitat for many species of fish and wildlife and improve water quality. The rock revetment, by nature of its makeup and location, will serve not only as fortification of the mangroves but also act as a shallow water artificial reef that is conducive as substratum for oysters and other attaching organisms.

Project Start: July 2006
 Construction Start: January 2008
 Construction End: October 2008
 Project Completion: November 2008

5. Lake Worth Lagoon Monitoring

The continuing Lake Worth Lagoon Monitoring Project will consist of various sub-projects with the overall objective being to determine whether the Lagoon's environmental health is improving based on the implementation of construction projects designed to benefit the Lagoon's habitat and water quality. The subprojects for State Fiscal Year 2006-2007 will include:

- Continuation of USGS Sediment Transport Study;
- Sediment Sourcing and Sediment Management Study;
- Substrate Characterization Study;
- Sea Turtle Netting Survey; and
- Fishery Survey.

Project Start: January 2007
 Project Completion: June 2009

6. Grant Administration

Administrative functions provided by County staff for the Lake Worth Lagoon Restoration and Enhancement Projects include the following:

- Preparation and administration of subgrants associated with individual projects;
- Site inspections to track compliance with the terms of subgrantees contracts;
- Review of subgrantees invoices, progress reports and site inspection reports, consistent with individual contracts and Scopes of Services;
- Prepare Grant Manager and Engineer Certifications;
- Preparation of reports submitted to the Department on project status and funding; and
- Preparation of project modifications to the Scope of Services as may be appropriate and coordination of contract modifications with the Department and subgrantees.

Project Start: January 2007
 Project Completion: June 2009

IV. PROJECT MILESTONES:

If the scope of work includes construction:
 Estimated Construction start date: June 2006
 Estimated scope of work completion date: June 2009

V. LOCAL MATCH & OTHER GRANT FUNDS:

List the sources and amounts for all funds being used to fund this project.

SOURCE	AMOUNT(\$)
2006-2007 LP grant	\$2,000,000
2006-2007 Match:	
PBC Gas tax Reserves – District 2 (Project 1)	\$400,000
Storm Water Bond Fund (Project 2)	\$500,000
Town of Hypoluxo Reserves (Project 3)	\$400,000
PBC Vessel Registration Fees. PBC Annual Restoration Funds (Project 4)	\$466,575
In-Kind (Lake Worth Lagoon Monitoring)	\$200,000
Ad-Valorem (Grant Administration)	\$33,425
Total Project Cost	\$4,000,000

ATTACHMENT D-1

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 Agreement 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 Agreement 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/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

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 the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
 - 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
 - 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 the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40

2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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 the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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 the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Original Agreement	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1717A - Ecosystem Management & Restoration TF	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	141116-05
Amend 1	LI 1821 - Ecosystem Management & Restoration TF	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$2,000,000	141116-06

Total Award					\$3,000,000	
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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://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sum6.dms.state.fl.us/fsaa/>]. 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.

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, SHARON R. BOCK, Clerk & Comptroller, certify
 this to be a true and correct copy of the original
 filed in my office on FEB 06 2008
 dated at West Palm Beach, FL on 2/1/2008
 By: [Signature]
 Deputy Clerk

