

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1960.08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING LEGISLATIVE PROJECT GRANT AMENDMENT NO. 3 TO THE STATE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE TOWN AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 21, 2006, the Town of Golden Beach (the "Town") entered into an agreement with the Florida Department of Environmental Protection ("FDEP") under which the FDEP agreed to fund (through a grant) certain stormwater improvements within the Town;

**WHEREAS**, on June 28, 2007 the Town and FDEP entered into an amendment to the original April 21, 2006 agreement providing for additional grant funds to the Town;

**WHEREAS**, On May 8, 2008 the Town and FDEP entered into another amendment to the Original April 21, 2006 agreement providing for additional grant funds to the Town;

**WHEREAS**, the FDEP has further agreed to provide additional grant funding pursuant to the attached "State Financial Assistance Agreement, DEP Agreement No. LP6029, Town of Golden Beach Amendment No. 3" ("Amendment No. 3"); and,

**WHEREAS**, the Town Council finds that the attached Amendment No. 3 is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Authorization.** That the attached Amendment No. 3 is hereby authorized and approved.

**Section 3. Implementation.** That the Mayor is authorized to execute Amendment No. 3 once approved by the Town Attorney as to form and legal sufficiency and the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by **Town Administration.**

The Motion to adopt the foregoing resolution was offered by Vice Mayor Rojas, seconded by Councilmember Lusskin, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Amy Rojas	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Ken Bernstein	<u>Aye</u>


**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 21<sup>st</sup> day of October, 2008.

  
\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

  
ELIZABETH SEWELL  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

October 2, 2008

Mr. Alexander Diaz, Town Manager  
Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160

Re: LP6029 – Town of Golden Beach  
Golden Beach Stormwater Improvements-Portion of Phases 2 & 3

Dear Mr. Diaz:

Enclosed are two original copies of proposed Legislative Project Grant Amendment 3 for the Town's stormwater improvement project. The amendment provides additional funding and extends the date of completion for the project.

Please have the Mayor sign on page 3 of the enclosed two copies. Return both copies to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Division Director to sign the documents and mail a fully executed original to the Town.

If you have any questions about the amendment, please call Susan Taylor at 850/245-8358.

Sincerely,

Robert E. Holmden, P.E., Chief  
Bureau of Water Facilities Funding

TOWN MANAGER

OCT 06 2008

RECEIVED

RH/st

Enclosures

cc: Honorable Glenn Singer – Town of Golden Beach  
Maria Camacho – Town of Golden Beach

STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6029  
TOWN OF GOLDEN BEACH  
AMENDMENT NO. 3

PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT, AND  
LINE ITEM 1859 OF THE 2007-2008 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT as entered into on the 21st day of April, 2006, and amended on the 28th day of June, 2007, and the 8<sup>th</sup> day of May, 2008, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the TOWN OF GOLDEN BEACH (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, additional funding in the amount of \$350,000 is available to continue Golden Beach Stormwater Improvements-Portion of Phases 2 & 3 and,

WHEREAS, the Department believes that it is essential to allow for the continuation of these services through June 30, 2011; and,

WHEREAS, it has been determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. The title of the Agreement is hereby revised to read as follows:

STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6029  
TOWN OF GOLDEN BEACH  
AMENDMENT NO. 3

PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT, AND  
LINE ITEM 1859 OF THE 2007-2008 GENERAL APPROPRIATIONS ACT  
LINE ITEM 1772C OF THE 2008-2009 GENERAL APPROPRIATIONS ACT

2. Section 2. is hereby revised to change the completion date of the Agreement from November 30, 2010 to June 30, 2011, and to include the following language as a separate paragraph.

3. Section 3.A. is hereby deleted in its entirety and replaced with the following:

As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$1,100,000 toward the total project cost. The funding consists of \$200,000 provided in the original Agreement, \$550,000 in Amendment 2, and \$350,000 in Amendment 3. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,100,000 toward the project described in Attachment A. Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.

4. Attachment A-3, Revised Project Work Plan, attached hereto is hereby added to the Agreement. All references in the Agreement to Attachment A shall hereinafter include Attachment A, Project Work Plan,

**Attachment A-1, Revised Project Work Plan, Attachment A-2, Revised Project Work Plan, and Attachment A-3, Revised Project Work Plan.**

5. **Attachment D, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment D-3, 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-3, Revised Special Audit Requirements**.


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

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This Amendment 3 to Grant Assistance Agreement LP6029 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to Grant Assistance Agreement to be executed on its behalf by the Deputy Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

TOWN OF GOLDEN BEACH

By:  \_\_\_\_\_  
Town Manager\*

Date: 10/09/08

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

Date: \_\_\_\_\_

\_\_\_\_\_  
Tommy Williams, DEP Grant Manager

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

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

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

Revised ATTACHMENT A-3  
GRANT WORK PLAN  
TOWN OF GOLDEN BEACH  
LP6029

<b>Project Title:</b> Town of Golden Beach Stormwater Improvements - Phases 2, 3, 4, 5 & 6
<b>Project Location:</b> Town of Golden Beach, Dade County, Florida. WC 680.42 Intracoastal Waterway.
<b>Project Background:</b> The Town has developed a multi-phased Stormwater Management Retrofit Master Plan (Plan). The Town retained Craig A. Smith & Associates, Inc. as Consultant Engineers to provide the professional services needed to complete the Plan. The Town has recognized the need to address its stormwater challenges through the implementation of this Plan.  The Town is located within the northeast corner of Miami-Dade County and is bounded by Massina Ave. to the north, Terracina Ave to the south, and the Intracoastal Waterway (Waterway) to the west and the Atlantic Ocean to the east.  The existing drainage system primarily consists of inlets connected to undersized pipes. The system provides poor levels of flood protection and provides no treatment of storm runoff. There are structures in disrepair and are in need of immediate replacement. The poor levels of flood protection are mainly the result of low grades, poor conveyance, and tidal fluctuations that impede positive drainage during a storm. This undesirable scenario potentially lends itself to short and long term flooding conditions within the Town.  In 2002 the Town approved the plan which consisted of 6 phases to improve flooding and water quality issues suffered by the Town. To date, Phase 1 of the plan has been completed as well as portions of phases 2, 3, 4 & 5. The Town is currently completing the design for all phases of the project and will be starting construction in the fourth quarter of 2008.

**Project Objectives:**

- Objective 1: Improve Water Quality
- Objective 2: Reduce Local Flooding
- Objective 3: Reduce Salt Water Intrusion
- Objective 4:
- Objective 5:

**Project Description:** This is a continuation of the Towns Stormwater Master Plan Project to reduce flooding and improve water quality discharge of waters into Biscayne Bay. The Town approved in 2002, a six phase project to achieve the stated objectives and to date have completed Phase 1, portions of Phase 2, 3, 4 & 5 and are in the engineering design phase of the remaining portions of the project. The prioritization of the project phases were determined by the most severe flooding areas of the Town being addressed first.

The current plan includes the completion of Phases 2, 3, 4, 5 & 6 of the project which is currently being designed will begin construction in the fourth quarter of 2008. See attached drawings for details.



**Project Milestones/Deliverables/Outputs:** Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include: reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No.	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Data Collection	03/2008	04/2008	Summary Report including work products in task 1.	04/2008
2	Evaluate Existing Conditions/Implement Design Criteria for Proposed Conditions/Prepare 30% Engineering Plans	04/2008	05/2008	Summary Report including work products in task 2.	05/2008
3	100% Engineering Plans	05/2008	09/2008	Summary Report of engineering plans update including submittal of 100% engineering plans in task 3.	09/2008
4	Permitting	04/2008	09/2008	Work documents in task 4.	09/2008
5	Notice to Proceed	10/2008	10/2008	Copy of Notice to Proceed to successful bidder per task 5.	10/2008
6	Construction, Construction Monitoring/Monthly Reports	10/2008	04/2011	Pay requests with supporting documentation may be submitted on a quarterly basis per task 6.	04/2011
7	Construction Certification	05/2011	06/2011	Final certification and as-built drawings upon completion of construction per task 7.	06/2011

**Project Budget:** Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	\$557,411		
Construction & Demolition:	\$542,589	\$3,573,730	SRF Loan & Bonds
Land:			
Equipment:			
Other (list):			
Other (list):			
Total:	\$1,100,000	\$3,573,730	
Total Project Cost:	\$4,673,730		
% Match Required:	50%	Amount of Match:	325%

**Project Budget Narrative:** Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match. (see attached CAS agreement and construction cost estimate)  
**Professional Services:** What services will be subcontracted?(see attached CAS agreement)  
**Construction & Demolition:** What is being constructed, rehabilitated, expanded, etc?(see attached construction plans)  
**Land:** What size is the property? (100 acres) What is its use? (residential)  
**Equipment:** What equipment will be purchased? (None) Equipment is \$1,000 or more per unit cost.  
**Other:** List the service or category of expenditure. What are the funds for?

**NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE MATCH.**

**Total Budget by Task:** This should correspond with the tasks/activities identified and described above.

Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1   Data Collection	\$123,943		

2	Evaluate Existing Conditions/Implement Design Criteria for Proposed Conditions/Prepare 30% Engineering Plans	\$108,180		
3	100% Engineering Plans	\$285,038		
4	Permitting	\$28,250		
5	Notice to Proceed	\$12,000		
6	Construction, Construction Monitoring/Monthly Reports	\$537,589	\$3,568,730	
7	Construction Certification	\$5,000	\$5,000	
Total:		\$1,100,000	\$3,573,730	
Project Total:		\$4,673,730		

**Measures of Success:** *Identify factors that can be used to evaluate project performance/ outcomes to support project success. Include appropriate timelines for conducting such reviews.*

The project will be permitted with the appropriate agencies and reviewed by the FDEP for compliance. During the construction of the project the design engineer who will be certifying the proper completion of the project will be performing construction observation services and inspections to insure conformance with the design plans as permitted. Upon completion of the project the engineer of record will be certifying the project as well as the permitting agencies. In the operational phase of the project the Town will maintain the constructed system as required by NPDES standards. Additionally, there will be a visible difference during storm events as the current flooding conditions will be substantially reduced and in most cases eliminated, protecting the Town and Residents from potentially health and safety issues.

## ATTACHMENT D-3

### 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/flsaa/> 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	\$200,000	140047-06
Amend 2	LI 1859 - Ecosystem Management & Restoration TF	2007-2008	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$550,000	140047-08
Amend 3	LI 1772C - Ecosystem Management & Restoration TF	2008-2009	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$350,000	140047-09

<b>Total Award</b>		<b>\$1,100,000</b>
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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://sun6.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.