

**RESOLUTION NO. 21-09-97**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA APPROVING AMENDMENT 1  
TO AGREEMENT NO. LPA0087 BETWEEN THE STATE OF  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP  
ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE  
ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE  
TERMS AND CONDITIONS OF THE AMENDMENT;  
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE  
AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was signed by the Governor of Florida, and the bill became effective July 1, 2016; and

**WHEREAS**, pursuant to Chapter 2016-225, Section 6, Laws of Florida, which established the Florida Keys Stewardship Act, the Florida Department of Environmental Protection ("FDEP") administers a grant program for distribution of funds appropriated by the Florida Legislature in the State of Florida's annual budgets; and

**WHEREAS**, on May 7, 2020, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 20-05-38 approving Agreement No. LPA0087 between FDEP and Islamorada, Village of Islands (the "Village"), for use of FY 2019-2020 Florida Keys Stewardship Act grant funds in the amount of Seven Hundred Eight Thousand Three Hundred Thirty-three Dollars (\$708,333.00) for North Plantation Key Pump Station Capital Projects ("the Project"); and

**WHEREAS**, for FY 2021-2022, the Florida Legislature appropriated Twenty Million Dollars (\$20,000,00.00) in non-recurring general revenue funds towards the Florida Keys Stewardship Act; and

**WHEREAS**, Islamorada, Village of Islands (the "Village"), has Three Million Five Hundred Thousand Dollars (\$3,500,000.00) available through the Florida Keys Stewardship Act for water quality project-related cost reimbursement on projects started or for expenses incurred effective July 1, 2021; and

**WHEREAS**, the Village requested an amendment to Agreement No. LP44052 to expand and change the scope of the Project and to utilize remaining FY 2019-2020 Stewardship Act Grant funds combined with new FY 2021-2022 Stewardship Act Grant funds for the Project; and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village to approve Amendment 1 to Agreement No. LPA0087 through which the Village would receive reimbursement for design and construction engineering costs and construction costs added to the Grant Work Plan as set forth in the Amendment attached as Exhibit "A" hereto.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of Amendment.** The Village Council hereby approves Amendment 1 to Agreement No. LPA0087 between the Village and FDEP for the reimbursement of project costs, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

**Section 3. Authorization of Village Officials.** The Village Manager and Village Attorney are authorized to take all steps necessary to finalize and implement the terms and conditions of the Amendment.

**Section 4. Execution of Documents.** The Village Manager is hereby designated as the authorized representative to execute the Amendment, which will become a binding obligation in accordance with its terms when signed by both parties. The Village Manager is authorized to represent the Village in carrying out the Village's responsibilities under the Amendment. The

Village Manager is authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the Amendment.

**Section 5.** **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Vice Mayor Pete Bacheler, second by Councilman David Webb.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:**

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

**PASSED AND ADOPTED** on this 30th day of September 2021.



JOSEPH B. PINDER III, MAYOR

ATTEST:



KELLY S. TOTH  
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

**AMENDMENT NO. 1  
TO AGREEMENT NO. LPA0087  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
VILLAGE OF ISLAMORADA**

This Amendment to Agreement No. LPA0087 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Village of Islamorada (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for North Plantation Key Pump Station Capital Projects (Project), effective May 12, 2020; and,

WHEREAS, funding in the amount of \$284,302.10 was provided under Line Item 1593A of the 2017-2018 General Appropriations Act for this Project; and,

WHEREAS, funding in the amount of \$424,030.90 was provided under Line Item 1580A of the 2018-2019 General Appropriations Act for this Project; and,

WHEREAS, \$3,500,000 in additional funding for this Project was provided under Line Item 1613 of the 2021-2022 General Appropriations Act; and the total funding for this Agreement is now \$4,208,333; and,

WHEREAS, the Grantee has requested a revision in the scope of work, for the project, and an extension of the Agreement which is needed because of the expanded project; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until October 31, 2024. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. 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 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

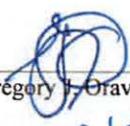
3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant 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. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Progress Report Form**.
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.

VILLAGE OF ISLAMORADA

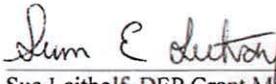
By:   
Gregory J. Oravec, Village Manager

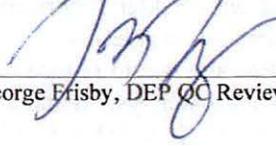
Date: 10/15/2021

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:   
Trina L. Vielhauer, Division Director

Date: 10/11/2021

  
Sue Leitholf, DEP Grant Manager

  
George Frisby, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (4 Pages)
Attachment	5-1	Revised Special Audit Requirements (6 Pages)
Exhibit	A-1	Revised Progress Report Form (2 Pages)

**ATTACHMENT 3-1  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** North Plantation Key Pump Station Capital Projects

**PROJECT LOCATION:** The Project will be located at 286 Gardenia Street, in the Village of Islamorada within Monroe County, Florida; Lat/Long (24.9932, -80.5400). See Figure 1 for a Location Map.

**PROJECT BACKGROUND:** The Conveyance Force Main (CFM) for the Village of Islamorada's (Grantee) central wastewater collection and transmission system was constructed in 2014 as part of the overall design-build-operate project. The CFM transmits collected wastewater from the North Plantation Key (NPK) Transfer Pump Station north to the Key Largo Wastewater Treatment District (KLWTD) Regional Wastewater Treatment Facility. Since being placed in operation, the CFM has experienced a failure resulting in a suspension of operations on six separate occasions.

In May 2021, the Village experienced a sewage transfer pump failure while performing repairs on the other transfer pump. An emergency bypass was executed to keep the effluent flowing to KLWTD. After the incident staff consulted with Eckler Engineering and Wade Trim about the risk and hazards of using a transfer system as is currently in use. It was concluded that an inline booster pump station would be more beneficial for the Grantee and would reduce the risks and would reduce the maintenance and odor issues associated with having a transfer system and a wet well. The inline booster pump system would also keep a constant flow of effluent to KLWTD and address reduction of surge within the CFM.

In the event of another force main break, installation of emergency volume transfer pumps would allow effluent coming into the transfer station to be diverted with pumps and temporarily be stored in the existing unused reclaimed water tank. This would increase storage capacity from approximately four hours to ten hours. The additional storage capacity would help with preventing any overflows of the system while making emergency repairs and alleviate the need to immediately begin using pump trucks to transfer (drive) all the effluent from the transfer tank to the Key Largo Wastewater Treatment Plant.

**PROJECT DESCRIPTION:** The Grantee will perform capital projects including:

1. NPK Pump Station Conversion to Inline Booster Pump Station.
2. Addition of temporary emergency storage and transfer pumps
3. Removal and replacement of emergency standby generator
4. Demolition and removal of all current unused equipment and structures left over from the original wastewater treatment plant facility
5. Revision of existing vacuum pump exhaust discharge piping and installation of new mulch bed
6. A new septage receiving station to be used only by Islamorada Wastewater (not for public use)

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

**Task 1: Design and Permitting**

**Deliverables:** The Grantee will complete the design of the North Plantation Key Pump Station Capital Projects and 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 the North Plantation Key Pump Station Capital Projects.

**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 following the conclusion of the task.

**Task 3: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) 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.

#### **Task 4: Construction**

**Deliverables:** The Grantee will construct North Plantation Key Pump Station Capital Projects 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.

#### **PROJECT TIMELINE & BUDGET DETAIL:**

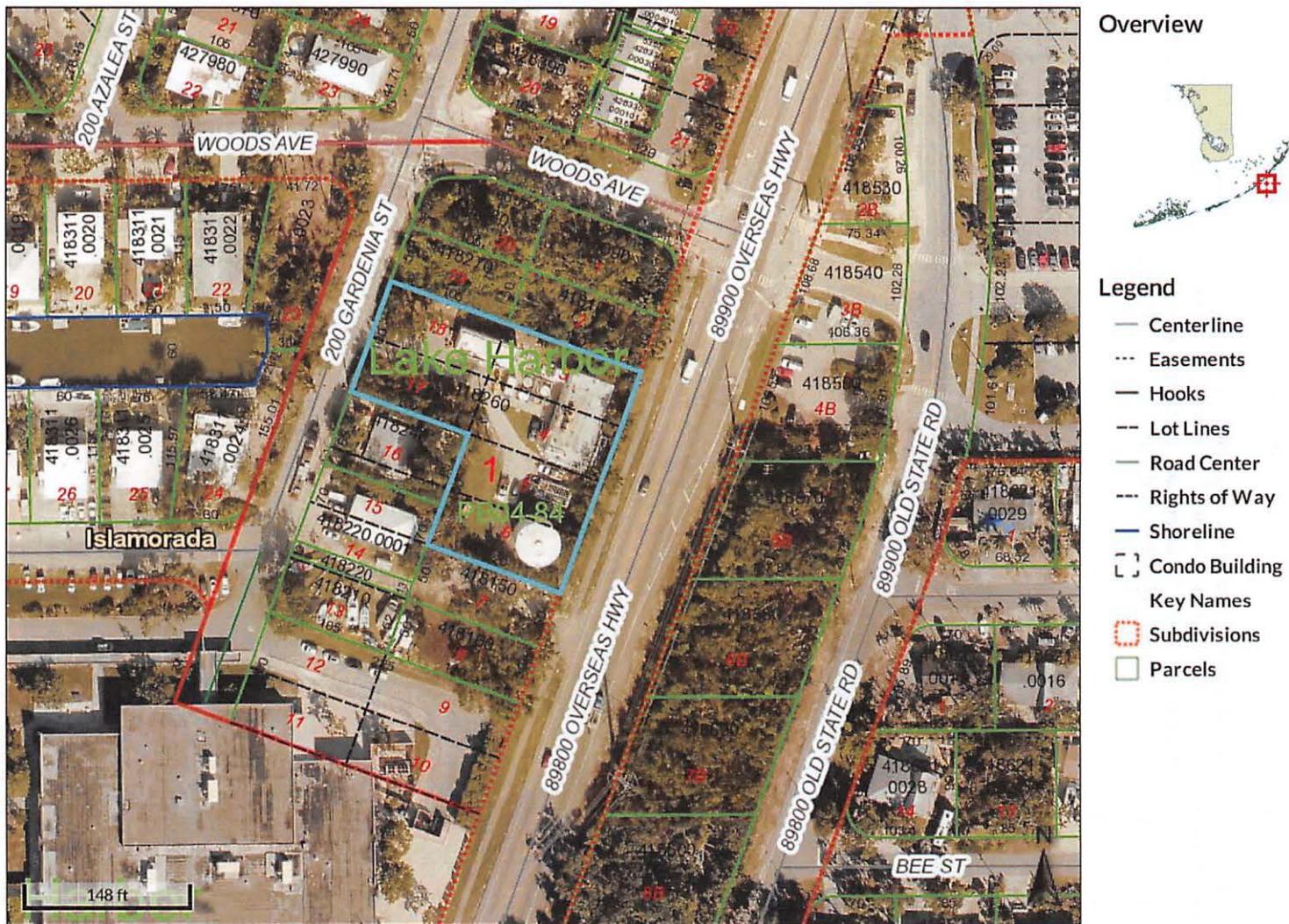
The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$328,333	7/1/2019	4/30/2024
2	Bidding and Contractor Selection	Contractual Services	\$57,084	7/1/2019	4/30/2024
3	Project Management	Contractual Services	\$357,379	7/1/2019	4/30/2024
4	Construction	Contractual Services	\$3,465,537	7/1/2019	4/30/2024
Total:			\$4,208,333		

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Note that, per Section 8.h. of Attachment 1, 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.

**Figure 1. Location Map**



**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Revised 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 [www.cfda.gov](http://www.cfda.gov)

## **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:

### **Attachment 5**

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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](mailto: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](mailto: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*

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

*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:*

<b>Federal Program A</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.	
<b>Federal Program B</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.	

**Attachment 5-1, Exhibit 1**

5 of 6

*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.*

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

*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.*

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
<b>State Program A</b>	<b>State Awarding Agency</b>	<b>State Fiscal Year</b>	<b>CSFA Number</b>	<b>CSFA Title or Funding Source Description</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
Original Award	Florida Department of Environmental Protection	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$284,302.10	141115
Original Award	Florida Department of Environmental Protection	2018-2019	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$424,030.90	141115
Amendment 1	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$3,500,000.00	141115
<b>State Program B</b>	<b>State Awarding Agency</b>	<b>State Fiscal Year</b>	<b>CSFA Number</b>	<b>CSFA Title or Funding Source Description</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>

Total Award \$4,208,333.00

*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) [www.cfda.gov] 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](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.

**Attachment 5-1, Exhibit 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1  
Revised Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0087
<b>Project Title:</b>	North Plantation Key Pump Station Capital Projects
<b>Grantee Name:</b>	Village of Islamorada
<b>Grantee's Grant Manager:</b>	Maria Bassett
<b>Reporting Period:</b> Choose an item. Choose an item.	

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Use the format provided below.

**Task 1: Design and Permitting**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Task 2: Bidding and Contractor Selection**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Task 3: Project Management**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Task 4: Construction Management**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

- Design (Plans/Submittal): 30% , 60% , 90% , 100%
- Permitting (Completed): Yes , No
- Construction (Estimated): \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

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Signature of Grantee's Grant Manager

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Date