

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** October 19, 2004

Agenda Item No. 7(D)(1)(D)

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Resolution Authorizing the Execution of Agreement No. S0156 with the Florida Department of Environmental Protection to Support the Ambient Air Monitoring Program in Miami-Dade County

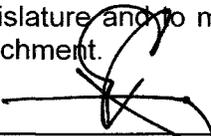
## RECOMMENDATION

It is recommended that the Board authorize the execution of Agreement Number S0156 with the Florida Department of Environmental Protection (FDEP) for Ambient Air Monitoring services. This agreement shall begin October 1, 2004, and remain in effect until June 30, 2007. The FDEP will provide approximately \$200,000 for the first year of this agreement, adjusted to the County's fiscal year, with subsequent funding and/or expanded scope of services to be provided by the FDEP through formal amendment of this agreement. There is no requirement for matching funds from the County.

## BACKGROUND

Title V of the federal Clean Air Act mandates the establishment of state or local ambient air monitoring programs to ascertain the air quality with respect to criteria air pollutants: Carbon Monoxide, Nitrogen Dioxide, Ozone, Particulate Matter, and Sulfur Dioxide. Specific activities associated with the monitoring network include: network design, management, preparation, installation, operation, calibration, and maintenance; reporting of data to the FDEP central air quality database; production of equipment standard operating procedures; software development; production of required reports; air monitoring contract development and management; and ambient air statistical and descriptive data analysis work. The Department also calculates and provides to the public and media the daily Air Quality Index for Miami-Dade County.

FDEP has delegated the ambient air monitoring program activities to local agencies, such as the Department of Environmental Resources Management (DERM), with whom they have contracted since 1993. The Board authorized execution of the preceding three-year contract, Agreement Number AQ 171, on September 11, 2001 through Resolution No. R-958-01. While the lengths of the agreements are three years, they are amended annually to reflect funding amounts appropriated by the Florida State Legislature and to make modifications, if any, to the Agreement provisions and Scope of Services Attachment.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** October 19, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(D)(1)(D)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(D)(1)(D)  
10-19-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NUMBER S0156 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO SUPPORT THE AMBIENT AIR MONITORING PROGRAM IN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Agreement Number S0156 with the Florida Department of Environmental Protection (FDEP) to support the ambient air monitoring program in Miami-Dade County, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida, to exercise provisions contained therein; and to exercise any necessary amendments for time extension or for additional funding provided by the Florida Department of Environmental Protection.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. PST

By: \_\_\_\_\_  
Deputy Clerk

Peter S. Tell



Jeb Bush  
Governor

# Department of Environmental Protection

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

RECEIVED

Colleen M. Castille  
Secretary

August 4, 2004

AUG 09 2004

Air Quality  
Management Division

Mr. H. Patrick Wong, Chief  
Air Quality Management Division  
Miami-Dade County Department of  
Environmental Resources Management  
33 Southwest Second Avenue, Suite 900  
Miami, Florida 33130-1540

Dear Mr. Wong:

I am pleased to provide you with two signature-ready copies of the Agreement (S0156) between Miami-Dade County and the Department for ambient air monitoring services. Please have both copies executed and returned to me. I will request that Mr. Michael Cooke do likewise and return one fully executed copy to you.

If you or your staff have questions or need additional information, please call me at 850/921-9566 or Suncom 219-9566 or e-mail me at [dick.arbes@dep.state.fl.us](mailto:dick.arbes@dep.state.fl.us).

Sincerely,

Dick Arbes, Administrator  
Ambient Monitoring Section  
Bureau of Air Monitoring  
and Mobile Sources

DA/as

Enclosures

cc: Joe Kahn  
Tom Tittle

5

"More Protection, Less Process"

Printed on recycled paper.

DEP AGREEMENT NO. S0156

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1806 OF THE 2004-2005 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and MIAMI-DADE COUNTY, whose address is Department of Environmental Resources Management, 33 SW Second Avenue, Suite 900, Miami, Florida 33130-1540 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide funding for the Ambient Air Quality Monitoring Project in Dade County.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin October 1, 2004 and shall remain in effect until June 30, 2007, inclusive. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. 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 \$151,088 for the first period of service beginning October 1, 2004 and ending June 30, 2005. Funding for each additional period of service shall be added to the Agreement by formal amendment. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. 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.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B**, Payment Request Summary Form. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.
  - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [www.dbf.state.fl.us/aadir/reference\\_guide](http://www.dbf.state.fl.us/aadir/reference_guide).
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5.
  - A. The Grantee shall submit monthly invoices. The Department's Grant Manager shall have ten (10) calendar days to review the invoices submitted by the Grantee.
  - B. The Grantee shall transmit unverified ambient data to the Department's ambient air quality central database within twenty (20) days after the end of the month in which they were recorded or within thirty (30) days for verified data. Verification of the ambient data, on a quarterly basis, shall be made within fifty (50) days after the end of the quarter in which they were recorded.
  - C. In the event that the data reports are not submitted as required herein, the Department reserves the right to withhold payment of current and future invoices until all deficiencies have been corrected.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in **Attachment C**, Special Audit Requirements. A revised copy of **Attachment C**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**, Special Audit Requirements. If the Grantee fails to receive a revised copy of **Attachment C**, Exhibit-1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
11.
  - A. The Grantee shall not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

Richard Arbes	
Florida Department of Environmental Protection	
Division of Air Resource Management	
2600 Blair Stone Road, MS 5510	
Tallahassee, Florida 32399-2400	
Telephone No.:	850/921-9566
SunCom No.:	291-9566
Fax No.:	850/414-2280
SunCom Fax No.:	994-2280
E-mail Address:	<a href="mailto:dick.arbes@dep.state.fl.us">dick.arbes@dep.state.fl.us</a>

15. The Grantee's Grant Manager for this Agreement is identified below.

H. Patrick Wong	
Miami-Dade County	
Department of Environmental Resources Management	
33 SW Second Avenue, Suite 900	
Miami, Florida 33130-1540	
Telephone No.:	305/372-6925
Fax No.:	305/372-6954
E-mail Address:	<a href="mailto:wongp@co.miami-dade.fl.us">wongp@co.miami-dade.fl.us</a>

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
21. All work performed under this Agreement by the Grantee shall be in accordance with the Department's Division of Air Resource Management's State-Wide Quality Assurance Air Program Plan; 40 CFR, Part 58; EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, EPA/600/R-94/038a, Volume I: A Field Guide to

Environmental Quality Assurance, dated April 1994; EPA's Handbook for Air Pollution Measurement Systems, EPA/600/R-94/038b, Volume II: Ambient Air Specific Methods, dated April 1994; EPA's Handbook for Air Pollution Measurement Systems, EPA/600/R-94/038d, Volume IV: Meteorological Measurements, dated April 1994; and the Department/EPA approved Standard Operating Procedures which address all instrumentation utilized in the Grantee's ambient air monitoring program.

22.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. Land acquisition is not authorized under the terms of this Agreement.
24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

MIAMI-DADE COUNTY

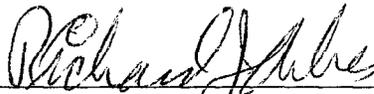
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

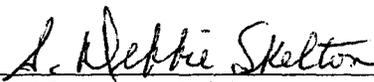
By: \_\_\_\_\_  
Title\*: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary or designee

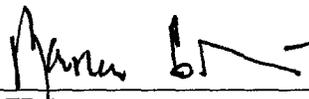
Date: \_\_\_\_\_

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

  
Richard Arbes, DEP Grant Manager

  
DEP Contracts Administrator

Approved as to form and legality:

  
DEP Attorney

FEID No.: 59-6000573

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form and Instructions (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT A  
GRANT WORK PLAN**

First Service Period Beginning October 1, 2004 and ending June 30, 2005

Specific Grantee Responsibilities:

1. The Grantee will operate an ambient air quality monitoring network within Miami-Dade County which consists of certain monitors designated as State/Local Air Monitoring Stations (SLAMS) and National Air Monitoring Stations (NAMS) for particulates (PM<sub>10</sub>), carbon monoxide, sulfur dioxide, ozone and nitrogen dioxide. The Grantee may also operate an air toxics monitoring program within Miami-Dade County.
2. Specific activities associated with the network described in Paragraph 1 of this Attachment include: network design, management, equipment procurement, preparation, installation, operation, calibration, and maintenance requirements; reporting of data to the Department's central air quality database; production of equipment standard operating procedures; software development; production of required reports; air monitoring contract development and management; and ambient air statistical and descriptive data analysis work. In addition, the Grantee shall create an archive in both electronic and hard copy form of all records relating to the support and operation of each monitoring site (including, but not limited to, calibration, maintenance and daily operations documentation, calibration standards, calibrator certifications, and quality control and quality assurance documentation) and the ambient air quality monitoring data produced at that site. These archived records will be closed and consolidated within sixty (60) days after the end of each calendar year, ensuring that they cover the entire calendar year of data production. These archived records will be stored in a secure and central location, not located at the monitoring site. The Grantee shall maintain a cost accumulator system to account for the monitoring program component.
3. The Grantee will calculate and provide to the public and media the Air Quality Index for Miami-Dade County a minimum of 5 days each week according to 40 CFR, Part 58, Appendix G or other applicable EPA guidance.
4. The Grantee will attend the State Annual Air Program Meeting, and upon request, any additional in-state meetings which deal with ambient air monitoring.
5. The Grantee will provide the full time services of an air monitoring specialist(s) with an electronic/mechanical background to operate, calibrate and maintain the ambient air monitoring network, including any electronic uploads to the current Department database as may be in effect at the time.
6. The Grantee shall be compensated on a cost reimbursement basis up to a maximum of \$151,088 for the first service period beginning October 1, 2004 through June 30, 2005 of this Agreement.

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**ESTIMATED BUDGET**

Salaries <sup>1</sup>	\$ 81,008
Fringe Benefits <sup>2</sup>	\$ 20,171
Indirect <sup>3</sup>	\$ 7,689
A&S Cost <sup>4</sup>	\$ 34,266
Travel <sup>5</sup>	\$ 374
Rent <sup>6</sup>	<u>\$ 7,580</u>
<b>TOTAL</b>	<b>\$151,088</b>

<sup>1</sup>Salaries are for the work of a Chemist Administrator, Chemists, Environmental Engineering Technicians, and a Laboratory Technician, related to the operations of the ambient monitoring program (a total of 2.2 FTE).

<sup>2</sup>Fringe Benefits are calculated as 24.9% of Salaries.

<sup>3</sup>Indirect costs are calculated as 9.49% of Salaries.

<sup>4</sup>Administrative and Support costs (A&S Cost) are calculated as 42.3% of Salaries of employees not included as direct costs under this Agreement.

<sup>5</sup>Travel costs include travel expenses for attending training courses and workshops necessary to maintain currency in the operation and maintenance of the monitoring program.

<sup>6</sup>Rent for office and laboratory space is calculated at a prorated rate of \$3,445.45 per FTE

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**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Miami-Dade County

GRANTEE'S GRANT MANAGER: \_\_\_\_\_

DEP AGREEMENT NO.: S0156

PAYMENT REQUEST NO.: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

PERFORMANCE PERIOD: \_\_\_\_\_

AMOUNT REQUESTED:\$ \_\_\_\_\_

PERCENT MATCHING REQUIRED: \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	N/A	N/A
Fringe Benefits	\$	\$	N/A	N/A
Travel (if authorized)	\$	\$	N/A	N/A
<b>Subcontracting:</b>				
Planning	\$	\$	N/A	N/A
Design	\$	\$	N/A	N/A
Construction	\$	\$	N/A	N/A
Construction Related Costs	\$	\$	N/A	N/A
Equipment Purchases	\$	\$	N/A	N/A
Supplies/Other Expenses	\$	\$	N/A	N/A
Land	\$	\$	N/A	N/A
Indirect	\$	\$	N/A	N/A
<b>TOTALS</b>	\$	\$	N/A	N/A
<b>AGREEMENT AMOUNT</b>	\$		N/A	
<b>Less Total Cumulative Payments of:</b>	\$		N/A	
<b>TOTAL REMAINING IN GRANT</b>	\$		N/A	

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**GRANTEE:** Enter the name of the grantee's agency.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**DATE OF REQUEST:** This is the date you are submitting the request.

**AMOUNT REQUESTED:** This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant agreement.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the invoice period.

**PERCENT MATCHING REQUIRED:** Enter your match requirement here.

***GRANT EXPENDITURES SUMMARY SECTION:***

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out during the invoice period. This must be by budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTALS*" line. Enter the budget amount on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

**"TOTAL CUMULATIVE PAYMENTS" COLUMN:** Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTALS*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE CERTIFICATION:** Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

**NOTE:** If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

**ATTACHMENT C  
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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 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 Executive Office of the Governor and the Chief Financial Officer; 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)(d), 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 \$300,000 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 \$300,000 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 <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> 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/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/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(7)(m), 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 Resources 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 Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Air Pollution Control Trust Fund - GAA Line Item 1806	2004-2005	37042	Ambient Air Monitoring Agreement	\$151,088.00	030000
Total Award					\$151,088.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. 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.

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