Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2007

Agenda Item No. 8(D)(1)(F)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Subject: Resolution Authorizing the Execution of Agreement No. S0337 with the Florida Department of Environmental Protection (FDEP) for Support of the Ambient Air Quality Monitoring Network in Miami-Dade County

---

Recommendation

It is recommended that the Board authorize the execution of Agreement No. S0337 with the Florida Department of Environmental Protection (FDEP) for support of the Ambient Air Quality Monitoring Network in Miami-Dade County.

Scope

The agreement provides funding for operation of a countywide ambient air quality monitoring network.

Fiscal Impact/Funding Source

FDEP shall pay Miami-Dade County up to $201,451 for the service period. The agreement allows for amendment(s) to provide for additional services if additional funding is made available by the Legislature. There is no requirement for matching funds from the County.

Track Record/Monitor

The Director of the Department of Environmental Resources Management (DERM) will monitor this agreement.

Background

Title V of the Federal Clean Air Act mandates the establishment of state or local ambient air monitoring programs to measure air quality for 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'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. An Air Quality Index for Miami-Dade County is calculated based on the monitoring data and provided daily to the public and the media. DERM also calculates and provides the daily Air Quality Index for Miami-Dade County to the public and media.

FDEP has delegated the ambient air monitoring program activities to Miami-Dade County since 1993. The Board authorized execution of the preceding Agreement No. S0156 on October 19, 2004 through Resolution No. R-1225-04. Because the new agreement was received from FDEP on July 17, 2007, it was not possible to obtain Board approval prior to the commencement of the project period. This agreement shall therefore be retroactive to July 1, 2007.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 2, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(F)

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

2

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(F)

10-02-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. S0337 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR SUPPORT OF THE AMBIENT AIR QUALITY MONITORING PROGRAM IN MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purpose 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 hereby approves Agreement No. S0337 between Miami-Dade County and the Florida Department of Environmental Protection (FDEP) to support the Ambient Air Monitoring Network in Miami-Dade County, in substantially the form attached hereto and made part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; authorizes the County Mayor or his designee to exercise any amendments for time extension or additional funding provided by the Florida Department of Environmental Protection; and authorizes the County Mayor or his designee to exercise any and all rights conferred therein.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

Peter S. Tell

DEP AGREEMENT NO. S0337

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1979 OF THE 2007-2008 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, 701 Northwest 1st Court, Miami, Florida 33136 (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 July 1, 2007 and shall remain in effect until June 30, 2008, 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 $201,451 for the first period of service beginning July 1, 2007 and ending June 30, 2008 as identified in Attachment A, Grant Work Plan. 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. Written approval from the Department's Grant Manger shall be required for changes between approved 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 Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

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 http://www.fldfs.com/aadir/reference%5Fguide.

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 thirty (30) calendar days to review the invoices submitted by the Grantee.

B. The Grantee shall submit validated ambient data to the Department's ambient air quality central database within thirty (30) days after the end of the month in which they were recorded. Verification of the ambient data, on a quarterly basis, shall be made within fifty (50) days after the end of the calendar 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. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

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:	dick.arbes@dep.state.fl.us

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

H. Patrick Wong	
Miami-Dade County	
Department of Environmental Resources Management	
701 Northwest 1st Court	
Miami, Florida 33136	
Telephone No.:	305/372-6925
Fax No.:	305/372-6954
E-mail Address:	wongp@miamidade.gov

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 Quality Assurance Project Plan for the State of Florida Ambient Air Quality Monitoring Program; 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

MIAMI-DADE COUNTY

By:_____
Title*:

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

Richard Arbes, DEP Grant Manager

S. Debbie Skelton
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)
Attachment	A	Grant Work Plan (2 Pages)
Attachment	B	Payment Request Summary Form and Instructions (2 Pages)
Attachment	C	Special Audit Requirements (5 Pages)

ATTACHMENT A

GRANT WORK PLAN – FIRST SERVICE PERIOD

First Service Period Beginning July 1, 2007 and ending June 30, 2008

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) for particulates (PM_{10}), carbon monoxide, sulfur dioxide, ozone and nitrogen dioxide.

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 in accordance with Paragraph 5.B of this Agreement; production of equipment standard operating procedures; software development; production of required reports related to the ambient data and quality assurance; air monitoring contract development and management; and ambient air statistical and descriptive data analysis work. 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 $201,451 for the first service period beginning upon July 1, 2007 thru June 30, 2008 of this Agreement. Written approval from the Department's Grant Manager shall be required for changes between the approved 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 Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement files. Changes greater than 10% will require a formal amendment to the Agreement.

7. The Grantee is not authorized to purchase any equipment with funds provided under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BUDGET

Salaries[1]	$ 102,345
Fringe Benefits[2]	$ 33,109
Indirect[3]	$ 7,011
A&S Cost[4]	$ 38,246
Travel[5]	$ 1,500
Supplies/Other Expenses[6]	$ 19,240
TOTAL	**$ 201,451**

1. *Salaries are for the work of a Section Chief, Chemists, Environmental Engineering Technicians, and a Laboratory Technician, related to the operations of the ambient monitoring program (a total of 1.85 FTE).*
2. *Fringe Benefits are calculated as 32.35% of personnel costs.*
3. *Indirect costs for the County are calculated as 6.85% of personnel costs.*
4 *Administrative and Support cost for the DERM are calculated as 37.37% of personnel costs. This does not include County indirect costs.*
5 *Travel costs include travel expenses for attending training courses and workshops necessary to maintain currency in the operation and maintenance of the monitoring program.*
6 *Rent for office and laboratory space is calculated at a prorated rate of $10,400 per FTE.*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: _____ **GRANTEE'S GRANT MANAGER:** _____

DEP AGREEMENT NO.: S0337 **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
Subcontracting:	$N/A	$N/A		
Planning	$N/A	$N/A	$N/A	$N/A
Design	$N/A	$N/A	$N/A	$N/A
Construction	$N/A	$N/A	$N/A	$N/A
Construction Related Costs	$N/A	$N/A	$N/A	$N/A
Equipment Purchases	$N/A	$N/A	$N/A	$N/A
Supplies/Other Expenses	$	$	$N/A	$N/A
Administrative & Support Costs	$	$	$N/A	$N/A
Indirect	$	$	$N/A	$N/A
TOTALS	$	$	$N/A	$N/A
AGREEMENT AMOUNT	$		$	
Less Total Cumulative Payments of:	$		$	
TOTAL REMAINING IN GRANT	$		$	

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 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 claimed 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 $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa 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.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(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
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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 at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 Line Item No. 1979	2007-2008	37.042	Ambient Air Monitoring Agreement	$201,451.00	030000

Total Award	$201,451.00	

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) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. 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.