Memorandum

MIAMI-DADE COUNTY

Date:	March 15, 2011
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Authorizing the Execution of Grant Assistance Agreement Number S0526 with the Florida Department of Environmental Protection to Support the Title V Air Pollution Control Program in Miami-Dade County

Agenda Item No. 3(B)(1)(A)

Recommendation
It is recommended that the Board authorize the execution of Grant Assistance Agreement No. S0526 with the Florida Department of Environmental Protection (FDEP).

Scope
This Agreement provides grant funding for performing permitting and compliance activities at Title V major air pollution sources throughout Miami-Dade County.

Fiscal Impact/Funding Source
This Agreement provides the County with $296,337 from FDEP for work performed between July 1, 2010 and June 30, 2011. The Agreement may be amended if additional funding is made available by the Florida Legislature. No matching funds are required from the County. The work will be funded under Grant Index Code DE2311.

Track Record/Monitor
The Director of the Department of Environmental Resources Management (DERM) will monitor this grant agreement.

Background
Title V of the federal Clean Air Act mandates the establishment of state or local permitting programs to address the largest sources of air pollution by ensuring that major air pollutant-emitting facilities submit applications for permits and by identifying methods of controlling the pollutants. Approximately 30 Title V facilities permitted by DERM in Miami-Dade County include power plants, cement manufacturing facilities, water and wastewater treatment plants, metal foundries and other major potential sources of air pollution. The Clean Air Act also mandates that the Title V facilities pay sufficient fees to cover all costs of implementing the various program elements, including permitting and inspection activities.

The FDEP is the lead agency in the State of Florida for enacting and enforcing regulations pursuant to the provisions of the Clean Air Act. FDEP has delegated most of their air pollution control program activities to local agencies, such as DERM, with whom they have contracted since 1993. The subject Grant Assistance Agreement replaces Agreement Number AQS0467, which was approved by the Board on December 15, 2009 through Resolution No. R-1420-09 and expired June 30, 2010. This replacement grant assistance agreement was received from the FDEP for processing on February 14, 2011.

Assistant County Manager

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: March 15, 2011

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

SUBJECT: Agenda Item No. 3(B)(1)(A)

Please note any items checked.

_____	**"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**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)(A)
3-15-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF GRANT ASSISTANCE AGREEMENT NUMBER S0526 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO SUPPORT THE TITLE V AIR POLLUTION CONTROL PROGRAM IN MIAMI-DADE COUNTY; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER PROVISIONS CONTAINED IN THIS AGREEMENT

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 authorizes the Mayor or Mayor's designee to execute Grant Assistance Agreement Number S0526 with the Florida Department of Environmental Protection Department to support the Title V Air Pollution Control Program in Miami-Dade County, in substantially the form attached hereto and made part hereof; authorizes the Mayor or Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; and authorizes the Mayor or Mayor's designee to exercise the provisions contained 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of March, 2011. 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

Approved by County Attorney as
to form and legal sufficiency.

Abbie N. Schwaderer

By:_____
Deputy Clerk

DEP AGREEMENT NO. S0526

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1896 OF THE 2010-2011 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 the MIAMI-DADE COUNTY, whose address is Miami-Dade County Department of Environmental Resources Management, 701 Northwest 1st Court, 2nd Floor, Miami, Florida 33136 (hereinafter referred to as "Grantee" or "Recipient"), local governmental entity, to provide financial assistance for the Title V Funding for Air Pollution Control.

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 upon execution by both parties and end at the close of business on June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010. All work must be completed no later than June 30, 2011 and the Grantee is not eligible to be reimbursed for any work that occurs after June 30, 2011 unless authorized by a duly executed amendment to this Agreement. 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 $296,337. For the first period of service beginning July 1, 2010 and ending June 30, 2011 the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $296,337 for satisfactory completion of work described in Attachment A, Grant Work Plan – First Service Period. Prior written approval from the Department's Grant Manager shall be required for changes in task budgets between approved budget categories of up to 10% of the total budget amount for the task. The DEP Grant Manager will transmit a copy of the written approval and revised task 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 change order to the Agreement. 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.

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 made under 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. Travel expenses will not be reimbursed under the terms and conditions of this Agreement.

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 thirty (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.

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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. The Grantee shall submit Attachment B, Payment Request Summary Form, in conjunction with **Attachment C, Title V Permitting Activity Report and Attachment D, Title V Compliance Activity Report**. The permitting and compliance activity reports should describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. The quarterly reports may be submitted at a later date upon written approval by the Department's Grant Manager. The Department's Grant Manager shall have thirty (30) calendar days to review deliverables submitted by the Grantee.

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)(a), 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 E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. 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.

   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 E, 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.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. 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. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

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.

Elizabeth Walker	
Florida Department of Environmental Protection	
Bureau of Air Regulation	
2600 Blair Stone Road, MS# 5505	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 717-9000
Fax No.:	(850) 717-9097
E-mail Address:	Elizabeth.walker@dep.state.fl.us

The Department's Assistant Grant Manager for this Agreement is identified below:

Barbara Friday	
Florida Department of Environmental Protection	
Bureau of Air Regulation	
2600 Blair Stone Road, MS# 5505	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 717-9000
Fax No.:	(850) 717-9097
E-mail Address:	Barbara.Friday@dep.state.fl.us

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

Patrick Wong	
Miami-Dade County Department of Environmental	
Resources Management	
701 Northwest 1st Court, 2nd Floor	
Miami, Florida 33136-3912	
Telephone No.:	(305) 372-6925
Fax No.:	(850) 372-6954

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 its 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 personal property or 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 Grant Manager information or task timelines within the current authorized Agreement period. 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. 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.

22. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Grantee shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Grantee shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of:

- all persons employed by the Grantee, during the term of this Agreement, to perform employment duties within Florida; and,
- all persons (including subcontractors and subrecipients) assigned by the Grantee to perform work pursuant to this Agreement.

The Grantee shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

23. Land acquisition is not authorized under the terms of this Agreement.

24. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

25. 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.

IN WITNESS WHERE OF, 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:_____

Elizabeth Walker, DEP Grant Manager

Barbara Friday, Assistant 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 (3 Pages)
Attachment	B	Payment Request Summary Form (2 Pages)
Attachment	C	Title V Permitting Activity Report (1 Page)
Attachment	D	Title V Compliance Activity Report (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (1 Page)

ATTACHMENT A

GRANT WORK PLAN – FIRST SERVICE PERIOD

First Service Period beginning July 1, 2010 and ending June 30, 2011

Project Title: Funding Assistance for Title V Activities at Approved Local Programs

Project Location: Miami-Dade County

Project Background: On October 25, 1995, the Department of Environmental Protection (DEP) received interim program approval from the U.S. Environmental Protection Agency (EPA) to issue Title V permits pursuant to the Clean Air Amendments of 1990. To fund this program and be self-sufficient as required by Section 403.0872(11)(b), Florida Statutes, the DEP implemented the collection of an annual fee on the emissions from each major source of air pollution within the state. Pursuant to the EPA approval, DEP cannot delegate or sub delegate such authorities to any approved local air pollution control program. However, DEP, though the Specific Operating Agreements (SOA) may authorize the local agency to act on its behalf. Since DEP's District Offices do not have sufficient staff to perform all activities required by the Title V Program, it is imperative that the local air program (the Grantee) pick up this operational requirement. The Title V Grant Assistance program provides a mechanism to reimburse local air pollution control programs for activities at major sources of air pollution conducted on DEP's behalf. Compensation for activities under the Title V Grant Program is contingent upon annual legislative appropriations pursuant to s. 403.182, F.S., DEP may resume and retain jurisdiction of the Title V Program Activities. Funds under this agreement are to be used by the Grantee to help defray the costs of the performing Title V Program activities in Local Air Programs.

Program Monitoring: DEP periodically conducts performance reviews at Air Program Offices to determine that permitting program activities and compliance assurance activities are being effectively conducted in accordance with federal and state requirements. During this time Title V Program Activities are audited and a report is provided to stakeholders. Additionally, a Title V Program Audit is conducted once every two years pursuant to s. 403.0872(11)(c), F.S. by the DEP's Inspector General's Office or other third party auditor. The purpose of this statutorily mandated audit is to determine whether annual operation license fees collected by the DEP are used solely to support any reasonable direct and indirect costs listed in 403.0872 (11)(b).

Project Description:

1. **Permitting Activities Task:** The Grantee will perform activities related to processing air permit applications for major sources of air pollution under their jurisdiction within the time frames and provisions set by Chapter 62-210, F.A.C., Chapter 62-213, F.A.C, Chapter 62-4, F.A.C and Chapter 120, F.S., Specific Operating Agreement, as well as EPA and DEP Guidance. The local agency will ensure the permit documents are posted on DEP's website and will enter the permit-related data for Title V sources in the Air Resources Management System (ARMS) no later than 40 days after permit issuance. Allowable salary costs include time spent reviewing & acting on permit applications, as well as salary cost for program management, administration and support for Title V permitting activities.

   Deliverables: The Grantee will be reimbursed for direct and indirect expenses incurred for performing eligible Title V activities during the approved service period of this Agreement. The Grantee will submit a Title V Permitting Activity Report by the 20th day of the following quarter attesting to the activities performed under this task in the format prescribed in Attachment C.

   Completion Date(s): Quarters ending September 30, 2010, December 31, 2010, March 31, 2011, and June 30, 2011, with the quarterly Title V Permitting Activity Report to be submitted before the 20th day after the end of each quarter.

Budget by Expense Category by Quarter (up to 10% of monies in each category may be utilized in the preceding or follow-on quarter, but not to exceed the total budget specification within that category)

Quarter 1	
Salaries	$ 28,125
Fringe	$ 8,286
Indirect	$ 11,574
Total	$ 47,985
Quarter 2	
Salaries	$ 23,901
Fringe	$ 7,041
Indirect	$ 9,835
Total	$ 40,777
Quarter 3	
Salaries	$ 23,246
Fringe	$ 6,848
Indirect	$ 9,566
Total	$ 39,660
Quarter 4	
Salaries	$ 22,864
Fringe	$ 6,736
Indirect	$ 9,408
Total	$ 39,008

2. **Compliance Activities Task:** The Grantee will perform activities to ensure compliance with the conditions outlined in permits issued for Major Sources of Air Pollution as provided in DEP and EPA guidelines. These activities include: performing compliance inspections, review Annual Operating Reports (AOR), Stack Test Reports, Visible Emission (VE) Test Reports, Continuous Monitor Reports, and other miscellaneous reports, assume the enforcement lead for violations of federal and state air pollution regulations within the county and enter the compliance assurance for Title V sources in the Air Resources Management System (ARMS) by the 10th of the following month. Costs associated with an enforcement action prior to and including finding of a violation/warning letter are eligible for reimbursement under this grant. Allowable salary costs include time spent performing compliance and inspection activities, as well as salary cost for program management, administration and support for Title V compliance and inspection activities.

   Deliverables: The Grantee will be reimbursed only for budgeted expenses incurred during the approved service period of this Agreement that are directly related to the project. The Grantee will submit a quarterly Title V Compliance Activity Report by the 20th day of the following quarter attesting to the activities performed under this task in the format prescribed in Attachment D.

   Completion Date: Quarters ending September 30, 2010, December 31, 2010, March 31, 2011, and June 30, 2011, with the quarterly Title V Compliance Activity Report to be submitted before the 20th day after the end of each quarter.

   Budget by Expense Category by Quarter (up to 10% of monies in each category may be utilized in the preceding or follow-on quarter, but not to exceed the total budget specification within that category)

Quarter 1	
Salaries	$ 22,108
Fringe	$ 6,513
Indirect	$ 9,098
Total	$ 37,719

Quarter 2	
Salaries	$ 19,299
Fringe	$ 5,686
Indirect	$ 7,942
Total	$ 32,927
Quarter 3	
Salaries	$ 17,658
Fringe	$ 5,202
Indirect	$ 7,266
Total	$ 30,126
Quarter 4	
Salaries	$ 16,491
Fringe	$ 4,858
Indirect	$ 6,786
Total	$ 28,135

Total Budget Information:

Salaries:		
Chief	105 hrs @ $65.96	$ 6,925.80
Senior Professional Engineer	400 hrs @ $57.99	$ 23,196.00
Secretary	663 hrs @ $20.01	$ 13,266.63
Engineer III	450 hrs @$39.48	$ 17,766.00
Special Projects Admin.	600 hrs @ $42.55	$ 25,530.00
Engineer II	100 hrs @ $43.17	$ 4,317.00
Engineer I	1305 hrs @ $29.87	$ 38,980.35
Engineer I	100 hrs @ $37.67	$ 3,767.00
Engineer I	100 hrs @ $27.14	$ 2,714.00
Engineer I	1340 hrs @ $27.14	$ 36,367.60
Pollution Control Inspector II	25 hrs @ $34.49	$ 862.25
Total		$173,692.63
Fringe Benefits (29.46% of direct salaries)		$ 51,169.85
Indirect (41.15% of direct salaries)		$ 71,474.52
TOTAL		**$296,337.00**

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Grantee: _____ **Grantee's Grant Manager:**

Mailing Address: _____

_____ **Payment Request No.:** _____

DEP Agreement No.: S0526

Date Of Request: _____ **Performance Period:** _____

Task/Deliverable Amount Requested:$ _____ **Task/Deliverable No.:** _____

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	$N/A	$N/A
Subcontracting:				
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
Equipment Purchases	$N/A	$N/A	$N/A	$N/A
Supplies/Other Expenses	$N/A	$N/A	$N/A	$N/A
Land	$N/A	$N/A	$N/A	$N/A
Indirect	$	$	$N/A	$N/A
TOTAL AMOUNT	$	$	$N/A	$N/A
TOTAL TASK BUDGET AMOUNT	$		$N/A	
Less Total Cumulative Payments of:	$		$N/A	
TOTAL REMAINING IN TASK	$		$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 PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET 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.
TASK NO.: Enter the number of the task that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for this task during the invoice period for which you are requesting reimbursement. This must agree with the 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 "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET 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 "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). 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 for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET 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 "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. 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

Program Name
TITLE V COMPLIANCE ACTIVITY REPORT
Quarter and Year

Task 2: Compliance Assistance and Verification: Compliance Assurance Activities Performed for Title V Facilities

Summary	
Directions: Provide staff hours and salary dollars spent specifically on performing inspection and compliance activities under this agreement.	
Total Staff Hours Spent on Compliance Activities	
Total Salary Dollars Spent on Compliance Activities	

List Compliance Activities Performed at Title V Facilities	
Directions: Provide a list of compliance activities for each activity type. Use this form or attach the appropriate ARMS Compliance Assurance Report and provide a reference under the appropriate heading.	
Compliance Inspections	
Total:	
Full Compliance Evaluations	
Total:	
Compliance Test Reports Reviewed	
Total:	
Title V Annual Operating Reports Reviewed	
Total:	
Title V Statements of Compliance Reviewed	
Total:	
Complaint Investigations Performed	
Total:	
Comments:	

I certify that the information provided in this deliverable is true and correct.

Compliance Supervisor Signature Date

ATTACHMENT D

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 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 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 Attachment 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

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/fac/

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

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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.

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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, Line Item 1896	2010-2011	37.043	Delegated Title V Air Pollution Control Activities	$296,337.00	030000

Total Award	$296,337.00	

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.

ATTACHMENT E

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

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INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us