

# Memorandum



**Date:** March 6, 2012

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Ratifying the Mayor's Execution of a State of Florida Grant Agreement to Provide up to \$75,062 to Miami-Dade County for Financial Assistance to the Small Quantity Generator Compliance Assistance, Education and Outreach Program Pursuant to Resolution No. R-1170-06

Agenda Item No. 8(I)(3)

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the Mayor's execution of State of Florida Grant Agreement No. S0573 with the Florida Department of Environmental Protection to provide up to \$75,062 to Miami-Dade County to support the Small Quantity Generator Compliance Assistance, Education and Outreach Program pursuant to Resolution No. R-1170-06.

## **Scope**

The subject grant funding will assist many small businesses countywide.

## **Fiscal Impact/Funding Source**

State of Florida Grant Agreement No. S0573 will provide up to \$75,062 to Miami-Dade County with no requirement of matching funds. The funds provided by this grant are anticipated to pay all County costs during the term of the agreement.

## **Track Record/Monitor**

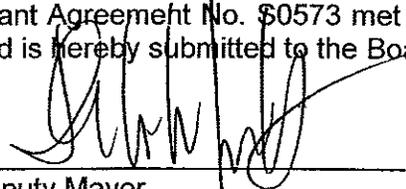
The Pollution Regulation and Enforcement Division of the Department of Permitting, Environment and Regulatory Affairs (PERA) will be responsible for implementing the activities under this grant.

## **Background**

State of Florida Grant Agreement No. S0573 (Exhibit 1) will provide funding to initiate environmental compliance assistance and outreach for select industrial facilities classified as Small Quantity Generators under the federal Resource Conservation and Recovery Act (RCRA).

This agreement will allow PERA to provide services for the Florida Department of Environmental Protection (FDEP) by inspecting and confirming the waste generation status of specific industrial facilities and by assisting many of the approximately 700 eligible Small Quantity Generators to reach RCRA compliance prior to FDEP inspections. These funds will be used to help facilities comply with regulations to prevent industrial contamination and to prevent potentially significant State enforcement actions for violations. The funds would also support the larger County effort of educating residents and protecting the environment. The contract period runs through June 15, 2012. Future such agreements are subject to continued need, funding availability and Board approval.

Resolution No. R-1170-06 (Exhibit 2), adopted October 10, 2006, authorizes the execution of grants and agreements without prior Board approval when certain criteria are met. The attached Grant Agreement No. S0573 met the criteria for execution, was executed on December 19, 2011, and is hereby submitted to the Board for ratification.

  
Deputy Mayor

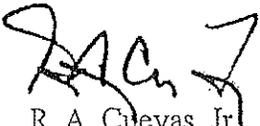


# MEMORANDUM

(Revised)

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

**DATE:** March 6, 2012

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

**SUBJECT:** Agenda Item No. 8(I)(3)

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. 8(I)(3)

3-6-12

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

RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF A STATE OF FLORIDA GRANT AGREEMENT TO PROVIDE UP TO \$75,062 TO MIAMI-DADE COUNTY FOR FINANCIAL ASSISTANCE TO THE SMALL QUANTITY GENERATOR COMPLIANCE ASSISTANCE, EDUCATION AND OUTREACH PROGRAM PURSUANT TO RESOLUTION NO. R-1170-06; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ANY NECESSARY AMENDMENTS TO THE AGREEMENT

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

**WHEREAS**, State of Florida Grant Agreement No. S0573 will provide up to \$75,062 to Miami-Dade County for financial assistance to the Small Quantity Generator Compliance Assistance, Education and Outreach Program; and

**WHEREAS**, Grant Agreement No. S0573 will benefit businesses in Miami-Dade County by assisting facilities to achieve compliance with federal Resource Conservation and Recovery Act regulations to prevent industrial contamination and by preventing potentially significant State enforcement actions against such facilities; and

**WHEREAS**, Resolution No. R-1170-06, adopted on October 10, 2006, authorizes the Mayor to apply for, accept and execute grants on the County's behalf without prior County Commission approval when certain criteria are met, subject to periodically submitting such grant agreements to this Board for ratification; and

**WHEREAS**, State of Florida Grant Agreement No. S0573 met the terms set forth in Resolution No. R-1170-06, was executed December 19, 2011, and is hereby submitted to the Board for ratification,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratifies the State of Florida Grant Agreement No. S0573 to provide up to \$75,062 to Miami-Dade County for financial assistance to the Small Quantity Generator Compliance Assistance, Education and Outreach Program; authorizes the Mayor or Mayor's designee to expend these or any additional funds; and authorizes the Mayor or Mayor's designee to file and execute any necessary amendments to the Grant Agreement No. S0573.

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
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of March, 2012. 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.



Abbie Schwaderer-Raurell

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# EXHIBIT 1

## AGREEMENT NO. S0573

### STATE OF FLORIDA GRANT AGREEMENT

#### PURSUANT TO LINE ITEM 1703M OF THE 2011-2012 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 BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Resource Management Division, 701 Northwest First Court, 7<sup>th</sup> Floor, Miami, Florida 33136 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Small Quantity Generator Compliance Assistance, Education and Outreach Program.

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 no later than June 15, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution and until the expiration of 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 \$75,062.51. 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 the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. A final payment request must be submitted to the Department no later than June 15, 2012, to assure the availability of funds for payment. 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 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 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>.

- D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
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 utilize **Attachment C, Progress Report Form**, to 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 quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and 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 (5) 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 D, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. 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 D, 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 E**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment B 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 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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
15. The Department's Grant Manager for this Agreement is identified below.

Glen Perrigan	
Florida Department of Environmental Protection	
Division of Waste Management	
2600 Blair Stone Road, MS#4560	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8749
Fax No.:	(850) 412-0528
E-mail Address:	Glen.perrigan@dep.state.fl.us

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

Karl Markeset	
Miami Dade County	
Department of Environmental Resources Management	
701 NW 1 Court, 7 <sup>th</sup> Floor	
Miami, Florida 33136	
Telephone No.:	(305) 372-6600
Fax No.:	(305) 372-6410
E-mail Address:	markek@miamidade.gov

17. 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.
18. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
19. 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.

20. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
21. 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.
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. 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.

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

MIAMI-DADE COUNTY  
BOARD OF COUNTY COMMISSION

By: [Signature]  
Title: \*

Date: December 7, 2011

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: [Signature]  
Secretary or designee

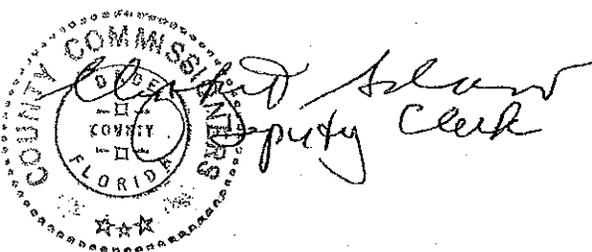
Date: 12/19/11

[Signature]  
Glen Perrigan, DEP Grant Manager

[Signature]  
DEP Contracts Administrator

Approved as to form and legality:

[Signature]  
DEP Attorney



FEID No.:59-6000573

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Single Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>

**ATTACHMENT A**  
**GRANT WORK PLAN – FIRST SERVICE PERIOD**  
**Execution of Agreement through June 15, 2012**

Enhanced Small Quantity Generator Assessment, Notification and Verification Program

**Project Location:** Miami-Dade County, Florida

The following program elements are described to support the proposed expenditures for the First service period. The First service period is from execution of this Agreement through June 15, 2012. The final invoice shall be submitted no later than June 15, 2012. Funding for additional service periods may be authorized by formal amendment of this Agreement.

**Project Background:**

The Grantee shall conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.). The Grantee inspectors are “duly authorized representatives” of the Florida Department of Environmental Protection (FDEP) for the purpose of inspections pursuant to Section 403.091, F.S.

**Project Tasks/Deliverables:**

Tasks

**A. Data Management Comparison and Cleanup**

The Grantee will be provided a FDEP master list of all notifiers that have received an U.S. Environmental Protection Agency (EPA) Identification Number in Miami-Dade County. There are approximately 4,295 notifiers in Miami-Dade County. The Grantee will match the address on the FDEP notifier list with facility records permitted with the Grantee Industrial Waste (IW) programs. The Grantee will identify facilities on the FDEP master list that have 1) a current/active IW permit, 2) a closed IW permit and/or 3) no IW permit record. Where there is an address match the Grantee will insert the EPA Identification Number in the IW data record that is sent to FDEP as specified in the “Guidelines to Conduct the Small Quantity Generator Assessment, Notification and Verification Program, September 2009”.

**Deliverable:** Data entry staff will compare the FDEP master list of notifiers against Miami-Dade’s IW permit list to identify matching records by address; identifying facilities that have 1) a current/active IW permit, 2) a closed IW permit or 3) no IW permit record; and adding the EPA ID number to matching IW records to Miami-Dade’s database. Updated IW records provided to FDEP as required in 403.7226, F.S. will include EPA ID numbers.

**Budget: \$4,165.05** (See Budget by Task table for budget detail)

Salaries: \$2,441.27

Fringe: \$719.20

Indirect: \$1,004.58

**B. Compliance Assistance Visits (CAV)**

1. The Grantee will conduct five hundred (500) compliance assistance visits (CAVs) of facilities identified by FDEP as SQG and that have never received an inspection and are matched (to a current/active IW permit) in Task A. The Grantee conducted CAV visits may be incorporated into currently planned IW inspections.

**Deliverable:** The Grantee will conduct five hundred (500) on-site CAVs of SQGs identified in Task A with a current/active IW permit. The current status for each facility location will be updated as detailed in Task B8.

**Budget: \$37,629.53** (See Budget by Task table for budget detail)

Vehicle mileage: \$267.00

Salaries: \$21,899.38

Fringe: \$6,451.56

Indirect: \$9,011.59

2. The Grantee will conduct drive by evaluations of two hundred seventy five (275) never inspected SQGs that have no IW permit record matched in Task A and verify and update the current facility status. The current facility status will be compared against the FDEP provided list. Open facilities identified during the drive by evaluation with the potential to generate hazardous waste will be identified for future CAVs and up to twenty five (25) may be included in the five hundred (500) targeted CAVs in Task A. Facilities that are closed/out of business or no longer an active/potential generator of hazardous waste will be marked closed and will not receive a CAV.

**Deliverable:** The Grantee will conduct drive by evaluations of two hundred seventy five (275) facilities that have no IW permit record matched in Task A. The current status for each facility location will be updated as detailed in Task B8.

**Budget: \$17,968.39** (See Budget by Task table for budget detail)

Vehicle mileage: \$1,401.75

Salaries: \$9,710.24

Fringe: \$2,860.64

Indirect: \$3,995.76

3. The Grantee will conduct on-site verifications and use the FDEP approved CAV inspection form to identify potential hazardous waste compliance violations. The Grantee will work with the facility to correct potential hazardous waste compliance violations identified. All potential violations should be resolved within thirty (30) days. Additional on-site follow-up visits may be needed in order to bring the facility in compliance. The additional follow up visits may be counted toward the total CAVs required in Task B1. Facilities that fail to return to compliance within thirty (30) days will be forwarded to Karen Kantor of the Southeast District FDEP Office 561-681-6670 [karen.kanotr@dep.state.fl.us](mailto:karen.kanotr@dep.state.fl.us) for follow up. The Grantee will report to Karen Kantor, Southeast District FDEP Office, all facilities that have reported signs of dumping to the ground or threats to human health and safety. The Grantee will provide monthly summary reports in PDF format including copies of all Grantee reviewed inspection forms, complaints, correspondence and pictures to the FDEP FTP server at <ftp.dep.state.fl.us/pub/incoming/rcra>. All correspondence shall include the EPA Identification number assigned to the facility.

**Deliverable:** Data entry time and reporting associated with CAV inspections to maintain record that facility was advised to comply with state hazardous waste rules. Programmer time needed to modify existing inspection templates to capture CAV data and produce data deliverables per FDEP guidelines specified in Tasks B8 and B9. Crosswalk of Enforcement - Analysis to differentiate between hazardous waste regulations and Miami-Dade Chapter 24 rules. Time needed by Grantee to put in place program, establish SOPs, report on monthly basis, and coordinate with SQG team.

**Budget: \$ 15,299.54** (See Budget by Task table for budget detail)

Salaries: \$8,967.55

Fringe: \$2,641.84

Indirect: \$3,690.15

4. Facilities that receive a CAV that (a) are open/active, (b) whose current name and address information are different from what is on the FDEP notifier list, and (c) whose generator status is small quantity generator or higher, are required to update their notification of regulated waste activity information with the FDEP . The Grantee will hand out the 8700-12FL form package and instruct these facilities to submit the completed 8700-12FL form to the FDEP.

Costs associated with this Task are captured in Task B1.

5. The Grantee will provide each facility that is not closed written notification of their legal responsibilities regarding proper waste management practices, waste management disposal alternatives including waste reduction opportunities.

Costs associated with this Task are captured in Task B1.

6. The Grantee will distribute educational materials as needed and include Florida's Handbook for SQGs, Fact Sheet for Conditionally Exempt Small Quantity Generators and the Fact Sheet on the Management of Used Oil and Used Oil Filters.

Costs associated with this Task are captured in Task B1.

7. The Grantee will distribute container labeling stencils to each facility (the stencils will be provided by FDEP).

Costs associated with this Task are captured in Task B1.

8. The Grantee will track all activities for each facility.

- Date of inspection or evaluation
- Inspector's name
- EPA Identification Number
- FDEP notifier business name, address, contact person, phone, email
- Current business name, address, contact person, phone, email
- Current facility status (Open, Closed, Potential HW generator Y/N)
- Generator status (Non Handler, Non Notifier, CESQG, SQG, LQG)
- List violations found
- Compliance result for each violation (In compliance, Out of compliance)
- Follow up visit required (Y,N)
- Return to compliance date
- Referred to FDEP (Y, N)
- Educational material handed out (fact sheets, stencils, 8700-12FL, etc)
- Time, in hours, required for each on site verification. Include a time for the actual field investigation and a time for preparation and follow-up.

9. Updated data on small quantity generators notified and verified in Miami Dade County including facilities that received a CAV will be submitted to the FDEP in an approved format per guidelines specified in the "Guidelines to Conduct the Small Quantity Generator Assessment, Notification and Verification Program, September 2009" no later than June 15, 2012.

Costs associated with this Task are captured in Task B1.

**Total Project Cost not to exceed \$75,062.51**

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**BUDGET FOR FIRST SERVICE PERIOD**

**TASK A. Data Management Comparison and Cleanup**

Title	Rate	hours	Total
Data Entry Specialist 2	17.20	54	\$928.80
ET 2	17.06	54	\$921.24
Env. Sec. Manager (to Oversee)	42.01	8	\$336.08
Systems Analyst Programmer	36.45	7	\$255.15
<b>Base Salaries Total</b>			<b>\$2,441.27</b>
Fringe (29.46% of salaries)	.2946		\$719.20
Indirect (41.15% of salaries)	.4115		\$1,004.58
<b>Task Total</b>			<b>\$4,165.05</b>

**TASK B. 1 Conduct Compliance Assistance Visits**

Title	rate	hours	Total
Inspector 1	23.46	292	\$6,850.32
Inspector 2	32.56	292	\$9,507.52
ESS	32.56	159	\$5,177.04
Systems Analyst Programmer	36.45	10	\$364.50
<b>Base Salaries Total</b>			<b>\$21,899.38</b>
Fringe (29.46% of salaries)	.2946		\$6,451.56
Indirect (41.15% of salaries)	.4115		\$9,011.59
Vehicle Mileage (for CAV follow up only)	.445/mi	600	\$267.00
<b>Task Total</b>			<b>\$37,629.53</b>

**TASK B. 2 Conduct Drive By Evaluations**

Title	rate	hours	Total
Inspector 1	23.46	41	\$961.86
Inspector 2	32.56	41	\$1,334.96
Environmental Tech	17.06	405	\$6,909.30
Env. Sec. Manager (to Oversee)	42.01	12	\$504.12
<b>Base Salaries Total</b>			<b>\$9,710.24</b>
Fringe (29.46% of salaries)	.2946		\$2,860.64
Indirect (41.15% of salaries)	.4115		\$3,995.76
Vehicle Mileage (for CAV follow up only)	.445/mi	3,150	1,401.75
<b>Task Total</b>			<b>\$17,968.39</b>

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**TASK B. 3 CAV visits, reporting, program development**

Title	rate	hours	Total
ESS (Coordination)	32.56	50	\$1,628.00
Data Entry Specialist 2	17.20	30	\$516.00
Env. Sec. Manager (to Oversee)	42.01	80	\$3,360.80
Systems Analyst Programmer	36.45	95	\$3,462.75
<b>Base Salaries Total</b>			<b>\$8,967.55</b>
Fringe (29.46% of salaries)	.2946		\$2,641.84
Indirect (41.15% of salaries)	.4115		\$3,690.15
<b>Task Total</b>			<b>\$15,299.54</b>
<b>Grand Total</b>			<b>\$75,062.51</b>

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**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

Grantee: \_\_\_\_\_

Grantee's Grant Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

DEP Agreement No.: S0573

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
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
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
<b>TOTAL AMOUNT</b>	\$	\$	\$N/A	\$N/A
<b>TOTAL TASK BUDGET AMOUNT</b>	\$		\$N/A	
Less Total Cumulative Payments of:	\$		\$N/A	
<b>TOTAL REMAINING IN TASK</b>	\$		\$N/A	

**GRANTEE CERTIFICATION**

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

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

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**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/deliverable 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

PROGRESS REPORT FORM

DEP Agreement No.:	S0573		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
<p>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</p>			
<p>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p>			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0573 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

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	Solid Waste Management Trust Fund, Line Item 1703M	2011-2012	37.013	Small Quantity Hazardous Waste Generator Grant Program	\$75,062.51	101495

Total Award	\$75,062.51
-------------	-------------

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.flids.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.

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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

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.

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 2<sup>nd</sup> 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](mailto:Debbie.skelton@dep.state.fl.us)

EXHIBIT 2

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

Agenda Item No. 11(A)(10)  
10-10-06

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

RESOLUTION NO. R-1170-06

RESOLUTION AMENDING RESOLUTION NO. 730-06  
DELEGATING AUTHORITY TO COUNTY MANAGER TO  
APPLY FOR AND ACCEPT CERTAIN GRANTS AND  
EXECUTE AGREEMENTS THEREFOR WITHOUT PRIOR  
COUNTY COMMISSION APPROVAL

WHEREAS, the Board passed Resolution No. 730-06 granting authority to the County Manager to apply for, accept and execute grants on the County's behalf without County Commission approval when certain criteria were met; and

WHEREAS, one of the criteria is that the funds provided under the grant be less than \$2,000.00; and

WHEREAS, most of the grants applied for by the County do not meet this criteria; and

WHEREAS, the monetary criteria should be increased to allow for more grants to fall under the County Manager's purview to expedite the grant application process,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the County Manager is hereby delegated authority to apply for, accept and execute grants on the County's behalf without prior County Commission approval provided that: 1) the amount of funds provided under the grant is less than \$100,000.00; 2) the grant is for a single department; 3) the grant does not require the provision of a new funds to match the grant funds; 4) the terms of the grant will not hinder another department or the County from seeking other funds; and 5) the granting agency does not require County Commission approval. The County Manager shall periodically submit grant agreements executed under the authority of this resolution to this Board for ratification.

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The foregoing resolution was sponsored by Commissioner Sally A. Heyman and offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	absent		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Andrey M. Edmonson	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10<sup>th</sup> day of October, 2006. 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: **KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Monica Maldonado".

Monica Maldonado

Handwritten marks at the bottom of the page, including a stylized signature and the number "30".