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

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 3(B)(4)

Subject: Resolution Ratifying the Mayor's Execution of a State of Florida Grant Agreement to Provide up to $214,989.68 to Miami-Dade County for the Title V Air Pollution Control Program

Resolution No. R-324-13

Recommendation

It is recommended that the Board approve the attached resolution ratifying the Mayor's execution of State of Florida Grant Agreement No. S0630 with the Florida Department of Environmental Protection (FDEP) to provide up to $214,989.68 to support the Title V Air Pollution Control Program activities conducted in Miami-Dade County.

Scope

This Agreement provides grant funding for permitting and compliance activities at Title V major air pollution sources countywide.

Fiscal Impact/Funding Source

State of Florida Grant Agreement No. S0630 will provide up to $214,989.68 to Miami-Dade County with no matching funds required by the County. No additional impacts are anticipated by receipt of these funds on current and future annual County budgets. The work will be funded under Index Code PE2330.

Track Record/Monitor

The Air Quality Management Division Chief, Patrick Wong, in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-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 20 Title V facilities permitted by RER-DERM include power plants, cement manufacturing facilities, water and wastewater treatment plants, metal foundries and other major potential sources of air pollution. The 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 air pollution control program activities to local agencies, such as RER-DERM, with whom they have contracted since 1993. This Grant Agreement replaces Agreement No. S0590, which was approved by the Board on April 3, 2012 through Resolution No. R-272-12, and expired June 30, 2012.

The attached Grant Agreement was received from the FDEP on February 4, 2013 but the contract period ends June 30, 2013. Due to the urgency to provide the specified services and pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, Grant Agreement No. S0630 was executed on February 14, 2013, and is hereby submitted to the Board for ratification.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

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

SUBJECT: Agenda Item No. 3(B)(4)

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 Mayor'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)(4)
5-7-13

RESOLUTION NO. R-324-13

RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF A STATE OF FLORIDA GRANT AGREEMENT NUMBER S0630 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE UP TO $214,989.68 TO MIAMI-DADE COUNTY TO SUPPORT THE TITLE V AIR POLLUTION CONTROL PROGRAM IN MIAMI-DADE COUNTY; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXPEND THESE OR ANY ADDITIONAL FUNDS AND 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, Section 2-9 of the Code of Miami-Dade County authorizes the Mayor to enter into contracts with governmental entities on behalf of this County and Section 2-10 of the Code requires that contracts authorized under Section 2-9 be ratified by the County Commission; and

WHEREAS, State of Florida Grant Agreement Number S0630 was signed by the Mayor and fully executed on February 14, 2013 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 Number S0630 with the Florida Department of Environmental Protection to provide up to $214,989.68 to Miami-Dade County 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 expend these or any additional funds; and authorizes the Mayor or Mayor's designee to file and execute any necessary amendments to Grant Agreement Number S0630.

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

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Edwardo W. Gonzalez

DEP AGREEMENT NO. S0630

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1752 OF THE 2012-2013 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 Department of Regulatory and Economic Resources, 701 NW 1st Court, Suite 400, Miami, Florida 33136-3912 (hereinafter referred to as "Grantee" or "Recipient"), local governmental entity, to provide financial assistance for 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 remain in effect until June 30, 2013, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2012. All work outlined in Attachment A must be completed no later than June 30, 2013 and the Grantee shall not be eligible for reimbursement for any work performed after June 30, 2013 unless such work is authorized by 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. For satisfactory completion of the services in Attachment A, performed during the period of service beginning July 1, 2012 and ending June 30, 2013, the Grantee shall be reimbursed on a cost reimbursement basis in an amount not to exceed $214,989.68. Funding for each authorized 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 request reimbursement no later than March 31, 2013 for work completed during the period of July 1, 2012 through December 31, 2012 and July 20, 2013 for work completed during the period of January 1, 2013 through June 30, 2013, upon submittal of all quarterly deliverables, for all eligible project costs utilizing **Attachment B, Payment Request Summary Form,** attached hereto and made a part hereof. 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. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than July 30, 2013, to assure the availability of funds for payment. The Department's Grant Manager shall have thirty (30) calendar days to review the invoices submitted by the Grantee.

   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). 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 Grantee's accounting systems 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. A. The Grantee shall submit Attachment B, Payment Request Summary Form, to request reimbursement, no later than March 31, 2013 for work completed during the period of July 1, 2012 through December 31 2012 and July 20, 2013 for work completed during the period of January 1, 2013 through June 30, 2013 as identified in Attachment A. **Attachment C, Title V Activity Report,** must be submitted quarterly. The activity report should describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly Activity Reports shall be submitted to the Department's Grant Manager no later than thirty (30) 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; however the payment request may not be submitted until the quarterly Activity Report have been submitted for each quarter. The Department's Grant Manager shall have thirty (30) calendar days to review the quarterly Activity Reports submitted by the Grantee.

B. The Department Grant Manager shall review the payment request to determine that the number of hours invoiced for are appropriate for the activities performed during the Agreement period and that the activities are being performed by the appropriate level of personnel. Requests for Payments may be denied if, in the Department Grant Manager's opinion, the number of hours or level of personnel is not appropriate for the activities performed. In the event that the Department Grant Manager has questions or requests additional information, there may be a delay in processing of invoices.

C. In the event that the activity reports are not submitted as required herein, the Department reserves the right to withhold payment of current and future invoices until all deficiencies have been corrected.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, or delivered in person to the Grant Managers at the addresses below.

10. The Department's Grant Manager for this Agreement is identified below.

Stephen McKeough	
Florida Department of Environmental Protection	
Division of Air Resource Management	
2600 Blair Stone Road, MS# 5500	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 717-9027
Fax No.:	(850) 717-9001
E-mail Address:	Stephen.McKeough@dep.state.fl.us

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

Patrick Wong	
Miami-Dade County Department of Regulatory and	
Economic Resources, Environmental Resources Management Division	
701 N.W. 1st Court, Suite 400	
Miami, Florida 33136-3912	
Telephone No.:	(305) 372-6925
Fax No.:	(305) 372-6954
E-mail Address	wongp@miamidade.gov

12. 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.

13. 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 E 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.

14. 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 cost-reimbursement terms of this Agreement. 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.

15. 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.

16. 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, but is not limited to, 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.

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. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this 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.

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: 2/5/13

Approved as to form
and Legal Sufficiency

_____
Assistant County Attorney

Feb 6, 2013
Date

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Director, Division of Air Resource Management
or designee

Date: 2-14-13

_____
Stephen McKeough, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

FEID No.:59-6000573

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

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

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

ATTACHMENT A

GRANT WORK PLAN – FIRST PERIOD OF SERVICE

Period of Service from July 1, 2012 through June 30, 2013

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 (F.S.), 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, through the Specific Operating Agreements (SOA) may authorize the local agency to act on its behalf. 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 Section 403.182, F.S., and DEP may resume and retain jurisdiction of the Title V Program Activities according to conditions in the Specific Operating Agreement with the local program. 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. DEP's Inspector General's Office (or other third party auditor) also conducts a Title V Program Audit once every two years pursuant to Section 403.0872(11)(c), F.S. 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).

In addition to program auditing, DEP may evaluate Local Air Programs' Title V reimbursement invoices for cost comparison with alternate providers of Title V permitting or compliance services.

Project Description:

Task: The Grantee will perform activities related to reviewing and acting on air permit applications for major sources of air pollution under its 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, Chapter 120, F.S., the Local Program's Specific Operating Agreement with the DEP (http://www.dep.state.fl.us/legal/Operating_Agreement/operating_agreements.htm), and EPA

and DEP Guidance (http://www.dep.state.fl.us/air/rules/guidance_memoranda.htm). The Grantee 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 forty (40) days after permit issuance. The Grantee will perform 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 ARMS by the 10th of the following month to ensure compliance with permits issued for major sources of air pollution.

Allowable Costs: The Grantee will be reimbursed for authorized direct and indirect expenses (see below) incurred for performing eligible Title V activities during the approved service period of this Agreement. Allowable salary costs include time spent reviewing & acting on permit applications, performing compliance activities, as well as salary costs for program management, administration and support for Title V activities. Costs associated with an enforcement action prior to and including finding of a violation/warning letter are eligible for reimbursement under this Agreement.

All Grantee employees performing activities under this Agreement must meet the Knowledge, Skills and Abilities (KSAs) for the Broadband Position Classifications identified below as set out on the Grantee's website:

(https://exterd.miamidade.gov/psp/GUEST/EMPLOYEE/HRMS/c/MDC_CUSTOM.MDC_PAYPLAN_WEB.GBL?FolderPath=PORTAL_ROOT_OBJECT.MDC_CUSTOM.MDC_PAYPLAN_WEB_GBL).
DEP recognizes that there may be turnover or vacancies in the positions utilized under this Agreement. In such an instance, activities must be performed by the most appropriate personnel, as agreed to with the DEP Grant Manager. However, in no event shall the Maximum Total Reimbursement for Class established below be exceeded without a formal amendment authorizing a change to these totals.

Deliverables: The Grantee will submit quarterly Title V Activity Reports attesting to the activities performed under this task in the format prescribed in Attachment C.

Minimum Performance Standards: All deliverables developed and work conducted by the Grantee pursuant to this Grant Work Plan shall be performed in accordance with Title V Program Requirements, DEP standards and applicable Statutes, rules, policies and procedures; including Chapter 62-210, F.A.C., Chapter 62-213, F.A.C, Chapter 62-4, F.A.C, Chapter 120, F.S., the Local Program's Specific Operating Agreement with the DEP (http://www.dep.state.fl.us/legal/Operating_Agreement/operating_agreements.htm), and EPA and DEP Guidance (http://www.dep.state.fl.us/air/rules/guidance_memoranda.htm .

Minimum performance shall be verified by receipt of the quarterly Title V Activity Reports as evidence that the Grantee has entered/updated all data into ARMS within the required time frame and the activities for the quarter shall be reviewed against the Grantee's Payment Request.

Financial Consequences: No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of notification from the Department. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion, terminate this Agreement for failure to perform.

Completion Date(s): This Period of Service ends June 30, 2013. The Title V Activity Reports are due no later than the thirty (30) days after the end of each quarter.

Semi-annual Budget by Expense Category: (The Grantee may transfer funds for an approved budget category from one period to another as long as 1) the change is submitted in writing with the Payment Request Summary Form submitted for the quarter that shows the budgets for all quarters and 2) the change does not change the total budgeted amount for the approved budget category for the period of service as shown below.)

July 1 – December 31, 2012

Salaries:	$77,782.09
Fringe:	$23,427.97
Indirect:	$6,284.79
Total:	$107,494.85

January 1 – June 30, 2013

Salaries:	$77,782.08
Fringe:	$23,427.96
Indirect:	$6,284.79
Total:	$107,494.83

Total Budget Information:

Broadband Position Classification	Maximum Hourly Rate	Maximum Total Reimbursement for Class
Division Chief	$66 per hour	$ 6,596.00
Sr. Professional Engineer	$58 per hour	25,515.60
Secretary	$21 per hour	5,142.57
Engineer 3	$40 per hour	14,015.40
Special Projects Administrator	$43 per hour	23,402.50
Engineer 2	$44 per hour	4,317.00
Engineer 1	$38 per hour	76,575.10
	Total Salaries:	$ 155,564.17

Fringe Benefits (30.12% of direct salaries)	$ 46,855.93
Indirect (8.08% of direct salaries)	$ 12,569.58
TOTAL	**$214,989.68**

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____

DEP Agreement No.: _____
Date Of Request: _____

Task Amount Requested:$ _____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

Task No.: _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	$	$
Fringe Benefits	$	$
Travel (if authorized)	$N/A	$N/A
Contractual Services	$N/A	$N/A
Equipment Purchases	$N/A	$N/A
Supplies/Other Expenses	$N/A	$N/A
Indirect	$	$
TOTAL AMOUNT	$	$
TOTAL TASK BUDGET AMOUNT	$	
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN TASK	$	

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/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.**

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 ACTIVITY REPORT
Quarter and Year

Summary	
Directions: Provide staff hours and salary dollars spent specifically on reviewing permit applications and taking agency action on air permit applications under this Agreement.	
Total Staff Hours Spent Reviewing & Acting on Permit Applications	
Total Salary Dollars Used for Reviewing & Acting on Permit Applications	
Active and Completed Permitting Projects During Quarter	
Permit Applications Under Review *Directions: List each permit application that was under review during this quarter by application number/permit number, facility, project name and its status in the database at the end of the quarter. You may attach this list as a separate spreadsheet.*	**Status**
Title V Permits in Process for Over 18 Months *Directions: From the list above, note each Title V permit project that was in process for longer than eighteen (18) Months. Provide an explanation in the comment field regarding the extended timeframe. An above average number of hours for fewer than average permit applications must be explained.*	
Comments:	
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.

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 ????	2012-2013	37.043	Delegated Title V Air Pollution Control Program	$214,989.68	030000

Total Award	$214,989.68	

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

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 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