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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2014

Agenda Item No. 3(B)(2)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-300-14

Subject: Resolution Ratifying the Mayor's Execution of a State of Florida Grant Agreement to Provide up to $75,027.91 to Miami-Dade County for Financial Assistance to the Small Quantity Generator Compliance Assistance, Education and Outreach Program

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution ratifying the Mayor's execution of State of Florida Grant Agreement No. S0683 with the Florida Department of Environmental Protection (FDEP) to provide up to $75,027.91 for the Miami-Dade County Small Quantity Generator Compliance Assistance, Education and Outreach Program.

Scope
The subject grant funding will assist many small businesses countywide.

Fiscal Impact/Funding Source
This grant agreement will provide up to $75,027.91 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. No additional impacts on current and future annual County budgets are anticipated. The work will be funded under Index Code PE2331.

Track Record/Monitor
The Environmental Evaluations Section Chief, Karl Markeset, in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), will be responsible for implementing the activities under this grant.

Background
State of Florida Grant Agreement No. S0683 (attached) will provide funding for environmental compliance assistance and outreach for select industrial facilities classified as Small Quantity Generators under the federal Resource Conservation and Recovery Act.

This agreement will allow DERM to provide services for the FDEP by inspecting and confirming the status of specific industrial facilities and by assisting many of the approximately 700 Small Quantity Generators and other facilities that must comply with federal Resource Conservation and Recovery Act regulations. These inspections will help industrial facilities prevent contamination and reduce potentially significant State enforcement actions for violations, while educating business owners and protecting the environment. This agreement replaces a similar agreement approved under Resolution No. R-212-13 that expired July 1, 2013. The proposed agreement expires June 30, 2014.

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. State of Florida Grant Agreement No. S0683 was received from the FDEP on January 30, 2014, was signed by the Mayor and fully executed on February 12, 2014, 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: April 8, 2014

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

SUBJECT: Agenda Item No. 3(B)(2)

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)(2)
4-8-14

RESOLUTION NO. R-300-14

RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF A STATE OF FLORIDA GRANT AGREEMENT TO PROVIDE UP TO $75,027.91 TO MIAMI-DADE COUNTY FOR FINANCIAL ASSISTANCE TO THE SMALL QUANTITY GENERATOR COMPLIANCE ASSISTANCE, EDUCATION AND OUTREACH PROGRAM; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXPEND THESE OR ANY ADDITIONAL FUNDS FROM THE STATE 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, 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. S0683 will provide up to $75,027.91 to Miami-Dade County for financial assistance to the Small Quantity Generator Compliance Assistance, Education and Outreach Program; and

WHEREAS, State of Florida Grant Agreement No. S0683 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 potentially significant State enforcement actions against such facilities; 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 No. S0683 was signed by the Mayor and fully executed on February 12, 2014, 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. S0683 to provide up to $75,027.91 to Miami-Dade County for assistance to the Small Quantity Generator Compliance Assistance, Education and Outreach Program in Miami-Dade County; authorizes the Mayor or Mayor's designee to expend these or any additional funds from the State; and authorizes the Mayor or Mayor's designee to file and execute any necessary amendments to Grant Agreement No. S0683.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2014. 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.

Abbie Schwaderer-Raurell

AGREEMENT NO. S0683

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1703M OF THE 2013-2014 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and MIAMI-DADE COUNTY, whose address is Department of Regulatory and Economic Resources, Division of Environmental Resources Management, 701 N.W. 1st Court, 7th Floor, Miami, Florida 33136 (hereinafter referred to as "Grantee" or "Recipient"), a local governmental entity, 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 "Grantee" and "Recipient" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and remain in effect until June 30, 2014, inclusive. All work outlined in Attachment A must be completed no later than June 30, 2014 and the Grantee shall not be eligible for reimbursement for any work performed after June 30, 2014 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. 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 $75,027.91. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

   B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon 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 30, 2014 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 per deliverable, 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. Travel expenses will not be reimbursed under the terms and conditions of this Agreement.

   C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

D. In addition to the invoicing requirements contained in paragraph 3.B. and C. 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.

E. i. 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.

ii. 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.

iii. 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 D, 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 E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

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

https://apps.fldfs.com/fsaa

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

11. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. 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, 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.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Karl Markeset	
Miami Dade County	
Department of Regulatory and Economic Resources	
701 NW 1st Court, 7th 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. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid

under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

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

MIAMI DADE COUNTY

By: _____
Title: *

Date: 2/12/14

Attest: _____
DEPUTY CLERK

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: 1/27/2014

_____
Glen Perrigan, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

Linda C. Williams
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 (4 Pages)
Attachment	B	Payment Request Summary Form (2 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

ATTACHMENT A
GRANT WORK PLAN
Execution of Agreement through June 13, 2014

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 service period from execution of this Agreement through June 13, 2014. The final invoice shall be submitted no later than June 30, 2014. 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. The Grantee will be provided an FDEP master list of SQG notifiers that have received an U.S. Environmental Protection Agency (EPA) Identification Number in Miami-Dade County and have not received an FDEP inspection.

Project Tasks/Deliverables:

Tasks

A. Compliance Assistance Visits (CAV)

The Grantee will conduct two hundred twenty-five (225) on-site compliance assistance visits (CAVs) of facilities identified by FDEP as Never Inspected SQGs. Some of these facilities will receive CAVs after first conducting Drive-Bys (as specified in Task B) and the facilities have been confirmed to be a "Potential Generator" or "Open." CAVs may also be completed at facilities previously identified in DEP Agreement No. S0621 where a CAV was attempted but not completed, or a CAV or Drive-By confirmed that the facility was "Open" or a "Potential Generator". As much as possible, the Grantee-conducted CAV visits will be incorporated into currently planned Industrial Waste (IW) inspections. During each CAV, assigned EPA ID information will be verified.

In the event that Drive-Bys conducted during this service period do not identify a sufficient number of facilities that require subsequent CAVs, the Grantee will conduct CAVs from a separate list provided by FDEP of SQGs that have not been inspected in at least 10 years.

The Grantee will use the FDEP- Division of Environmental Resources Management (DERM) approved CAV electronic inspection form and Advisory Notice 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 sixty (60) days. Facilities that fail to return to compliance within sixty (60) days during the Service Period, will be forwarded to Karen Kantor of the Southeast District FDEP Office, 561-681-6670 karen.kanotr@dep.state.fl.us for follow up.

Facilities that receive a CAV that (a) are open/active, (b) whose current name and address information are different from what is on the Department 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 Department. The Grantee will hand out the 8700-12FL form package and instruct these facilities to submit the completed 8700-12FL form to the Department. The Grantee will also hand out the 8700-12FL form to all other facilities (e.g., CESQGs) and request that Notifier information be updated, if outdated or inaccurate information is on record. The Grantee will provide each facility that is not closed, written notification in the

form of an "Advisory," of their legal responsibilities regarding proper waste management practices, waste management disposal alternatives including waste reduction opportunities. The Grantee will also 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. The Grantee will distribute FDEP-provided container labeling stencils to each facility along with other applicable FDEP-provided educational material.

The Grantee will track the following for each facility receiving a CAV; in the-already FDEP-DERM approved CAV electronic inspection form:

- Date of CAV
- Inspector's name
- EPA Identification Number as listed on Notifier List
- Actual EPA Identification (if different)
- FDEP Notifier business name, address, contact person, phone, email
- Current business name, address, contact person, phone, email
- Current facility status (Active-generates waste, Inactive-does not generate waste)
- Generator status (Non Handler, Non Notifier, CESQG, SQG, LQG)
- List of violations found and associated codes
- Follow-up visit required? (Y,N)
- Return to compliance date, if applicable. If no return to compliance date, then facility did not achieve return to compliance
- Referred to FDEP? (Y, N)
- Educational distributed (fact sheets, stencils, 8700-12FL, etc)
- Time, in hours, required for each on visit. Include a time for the actual field investigation and a time for preparation, excluding time attributed to ERM routine inspection.

Deliverables: The Grantee will conduct two hundred twenty-five on-site CAVs and will generate inspection reports for Department review. DERM staff will add verified EPA ID number data to DERM facility records and record CAV activity in the DERM-enterprise network system. All correspondence with the facility shall include the EPA Identification number assigned to the facility. A quarterly report will also be generated and delivered to the Department.
Due Date: A quarterly report along with Attachment C will be submitted quarterly; however, payment will not be made until receipt and approval of the deliverable for the final quarter due June 13, 2014.
Performance Standard: The Department Grant Manager will review the quarterly report and related correspondence to verify that the task was completed and meets the requirements of the EPA and the Department. The Department will conduct a select number of random oversight inspections of businesses that have received CAV by the Grantee to evaluate Grantee performance.

Budget: $36,269.12
Salaries: $21,450.86
Fringe: $5,476.41
Indirect: $9,341.85

	Rate	Hours	Total
Title			
Data Entry Specialist 2	17.20	130	2,236.00
Inspector 1	23.46	343	8,046.78
Inspector 2	32.56	343	11,168.08
Base Salaries Total			$21,450.86
Fringe (25.53% of salaries)	.2553		5,476.41
Indirect (43.55% of salaries)	.4355		9,341.85
Task Total			**$36,269.12**

NOTE: Payment will be upon completion of the above task and submittal and approval of all quarterly deliverables.

B. Drive-By Visits

The Grantee will conduct Drive-By evaluations of two hundred ninety-one (291) never inspected SQGs to verify and update the current facility status. A Drive-By will entail a visit to the facility with a cursory inspection to identify operations and where possible, basic interview with the facility operator to obtain operational details and updated facility contact information. Open facilities identified during the Drive By evaluation with the potential to generate hazardous waste will be identified for follow-up CAVs to be performed in this Service Period. 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 follow-up CAV.

Deliverable: The Grantee will conduct Drive-By evaluations of two hundred ninety-one (291) and capture updated information in the Drive-By reports to be submitted for internal DERM Supervisor review. Once reviewed and finalized, the reports will be made available to the Department. DERM staff will add verified EPA ID number data to DERM facility records and record Drive-By activity in the DERM-enterprise network system. The Grantee will track the following for each facility receiving a drive-by visit; in the-already FDEP-DERM approved Drive-By/CAV electronic inspection form detailed in Task A.

- Date of Drive-By
- Environmental Tech's name
- EPA Identification Number as listed on Notifier List
- 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)
- Follow-up CAV required? (Y,N)
- Time, in hours, required for each on visit. Include a time for investigation preparation, actual field investigation and time for report writing.

Due Date: A quarterly report along with Attachment C will be submitted quarterly; however, payment will not be made until receipt and approval of the deliverable for the final quarter due June 13, 2014.
Performance Standard: The Department Grant Manager will review the quarterly report and related correspondence to verify that the task was completed and meets the requirements of the EPA and the Department.

Budget: $17,883.92
Salaries: $4,606.37
Fringe: $2,700.35
Indirect: $4,606.37

Title	Rate	Hours	Total
Environmental Technician II	17.06	620	10,577.20
Base Salaries Total			$10,577.20
Fringe (25.53% of salaries)	.2553		2,700.35
Indirect (43.55% of salaries)	.4355		4,606.37
Task Total			$17,883.92

NOTE: Payment will be upon completion of the above task and submittal and approval of all quarterly deliverables.

C. Supervisory Review and Grant Management

Upon completion of both Drive-Bys and CAVs, draft electronic inspection reports with supporting information will be submitted to DERM Supervisors and Managers for final review. This is necessary to ensure accuracy of data and quality of deliverables. Inspection Reports will be reviewed by DERM Supervisors and Managers within in 25 days after submittal. Grant Manager will direct progress, ensure timelines are met, deliver all deliverables to the Department, and be primary point of contact with the Department Grant Manager.

Deliverable: The Grantee will provide spreadsheets containing CAV and Drive-By productivity information compiled to date along with two (2) quarterly reports (March 30 and June 30). Each quarterly report will describe what was accomplished during that specific quarter only.
Due Date: The above deliverables, completed to date, will be submitted quarterly, along with Attachment C; however, payment will not be until receipt and approval of the deliverable for the final quarter due June 13, 2014.
Performance Standard: The Department Grant Manager will review the summary reports and the final spreadsheet to verify that the task was completed and meets the requirements of the EPA and the Department.

Budget: $ 20,874.87
Salaries: $12,346.15
Fringe: $3,151.97
Indirect: $5,376.75

Title	Rate	Hours	Total
Environmental Specialist	32.56	205	6, 674.80
Supervisor			
Section Manager	42.01	135	5,671.35
Base Salaries Total			$12,346.15
Fringe (25.53% of salaries)	.2553		3,151.97
Indirect (43.55% of salaries)	.4355		5,376.75
Task Total			$20,874.87

NOTE: Payment will be upon completion of the above task and submittal and approval of all deliverables.

D. Final Project Report

The Grantee will submit a Final Project Report; by no later than June 30,2014, that summarizes the entire project from execution of this Agreement to June 13, 2014. The Final Project Report will include: 1) One (1) final Excel Master spreadsheet that contains all the CAV and Drive-By productivity information; 2) One (1) MS Word document detailing major accomplishments completed during the project (e.g. total number of CAVs, total number of Drive-Bys, educational material provided, key findings and conclusions, etc.); 3) Final copies of all CAV and Drive-By Reports in PDF form; and, 4) the Payment Request Summary Form. Additionally, 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 30, 2014. The current status for each facility location will be updated as detailed above. Updated IW records (with EPA numbers) will be provided to the Department as required in 403.7226, F.S.
Deliverable: The Final Project Report in the format approved by the Department Grant Manager and all CAV and Drive-By Reports.
Due Date: June 30, 2014
Performance Standard: The Department Grant Manager will review the Final Project Report to verify that all of the work was accomplished and meets the requirements identified in the Grant Work Plan.

Total Project Cost not to exceed $75,027.91

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____

DEP Agreement No.: _____
Date Of Request: _____

Task/Deliverable Amount Requested:$ _____

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

Performance Period: _____

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 PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	$	$	$N/A	$N/A
Fringe Benefits	$	$	$N/A	$N/A
Travel (if authorized)	$N/A	$N/A	$N/A	$N/A
Subcontracting:			$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
TOTAL AMOUNT	$	$	$N/A	$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$N/A	
Less Total Cumulative Payment Requests of:	$		$N/A	
TOTAL REMAINING IN TASK	$		$N/A	

GRANTEE CERTIFICATION

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

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

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE 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 performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with 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 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 PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (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 performance 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.

NOTES:
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.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0683		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Quarterly Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments to date; a comparison of actual accomplishments to for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task and attach copies of any deliverables being submitted for the project for this reporting period (Deliverables should be labeled by task and deliverable number as identified in the Grant Work Plan.
NOTE: The progress identified in this report should agree with the payment request. Use as many pages as necessary to cover all tasks/deliverables in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:
Deliverables being submitted:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0683 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager Date

ATTACHMENT E

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 1649	2011-2012	37.013	Small Quantity Hazardous Waste Collection	$75,027.91	101495

Total Award	$75,027.91	

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.