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

Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

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

Agenda Item No. 3(B)(10)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying the Mayor's Execution of a State of Florida Grant Agreement to Provide up to $437,458.94 to Miami-Dade County to Support the Title V Air Pollution Control Program over a Two Year Period

Resolution No. R-727-14

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the Mayor's execution of State of Florida Grant Agreement No. S0700 with the Florida Department of Environmental Protection (FDEP) to provide up to $437,458.94 to support the Title V Air Pollution Control Program activities conducted in Miami-Dade County over a two year period.

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. S0700 will provide up to $437,458.94 to Miami-Dade County over a two year term 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. S0654, which was approved by the Board as Resolution No. R-874-13 on November 5, 2013 and will expire June 30, 2014.

The attached Grant Agreement was received from the FDEP on May 8, 2014. As the granting agency, FDEP requested that the Miami-Dade County Mayor sign the agreement as soon as possible. Therefore, pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, Grant Agreement No. S0700 was signed by the County Mayor on June 5, 2014, was fully executed on June 11, 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: September 3, 2014

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

SUBJECT: Agenda Item No. 3(B)(10)

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)(10)
9-3-14

RESOLUTION NO. R-727-14

RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF A STATE OF FLORIDA GRANT AGREEMENT NUMBER S0700 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE UP TO $437,458.94 TO MIAMI-DADE COUNTY TO SUPPORT THE TITLE V AIR POLLUTION CONTROL PROGRAM IN MIAMI-DADE COUNTY OVER A TWO YEAR PERIOD; 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 S0700 was signed by the Mayor on June 5, 2014, was fully executed on June 11, 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 Number S0700 with the Florida Department of Environmental Protection to provide up to $437,458.94 to Miami-Dade County to support the Title V Air Pollution Control Program in Miami-Dade County over a two year period, 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 S0700.

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

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	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	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 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

DEP AGREEMENT NO. S0700

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1735 OF THE 2014-2015 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 Management, 701 NW 1st Court, Suite 400, Miami, Florida 33136 (hereinafter referred to as "Grantee"), a 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.

2. This Agreement shall begin upon execution by both parties or July 1, 2014, whichever date is later, and remain in effect until June 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2014. All work outlined in Attachment A must be completed no later than June 30, 2016 and the Grantee shall not be eligible for reimbursement for any work performed after June 30, 2016.

3. A. i. 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. It is hereby understood and agreed that the compensation under this Agreement shall not exceed $437,458.94 for the two-year term of this Agreement. The initial funding increment under this Agreement is set at $222,511.52. for the completion of the services identified in Attachment A which are to be completed by June 30, 2015. Based upon continued satisfactory performance and annual appropriations by the Legislature, the Department reserves the right to provide increments of funding on an "as needed" basis up to $437,458.94. The Grantee shall be notified, by certified letter from the Director, Division of Air Resources Management, of any additional funding increments.

   ii. In no event shall the Grantee continue to perform services once the authorized funding increment level has been reached. It is understood and agreed that the Grantee shall not commence work on any services for the period beginning July 1, 2015 until notice is received by the Grantee of an increase in funding. It is the Grantee's responsibility to know when the authorized funding increment level has been reached.

   B. The Grantee shall request reimbursement on a quarterly basis, 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. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. 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 31, 2016, 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, in conjunction with **Attachment C, Title V Quarterly Activity Report.** 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 quarter. The quarterly reports may be submitted at a later date upon written approval by the Department's Grant Manager; however quarterly payment requests may not be submitted until the Quarterly Activity Report is submitted. The Department's Grant Manager shall have thirty (30) calendar days to review deliverables submitted by the Grantee.

B. The Department's Grant Manager shall review the payment request to determine that the number of hours invoiced for are appropriate for the activities performed during the quarter and that the activities are being performed by the appropriate level of personnel. Requests for Payments may be denied if, in the Department's 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's 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. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. 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.

10. 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 Manager's at the addresses below.

11. The Department's Grant Manager for this Agreementis 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

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

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

13. 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.

14. 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.

15. 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. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. 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.

16. 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.

17. 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.

18. 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 selfinsurance 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 otherwiseprotected.

19. 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.

20. 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

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

22. 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.

23. 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.

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

25. 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.

26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS 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: JUNE 5, 2014

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

Date: 6-11-14

_____
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 (4 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 A
GRANT WORK PLAN

Period of Service from July 1, 2014 through June 30, 2016

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

Project Location: Miami-Dade County

Project Background: On the effective date of full approval, October 31, 2001, the Department of Environmental Protection (DEP) received 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 conducts performance reviews of Local Air Programs to determine that permitting program activities and compliance assurance activities are being effectively conducted in accordance with federal and state requirements. These performance reviews include both in-person evaluations of Local Program Offices and remote evaluations of permitting activities through regular data reviews. 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.

Completion Date(s): SFY 2015 - Quarters for this Period of Service end September 30, 2014, December 31, 2014, March 31, 2015, and June 30, 2015. The quarterly Title V Activity Reports are due no later than the 30th day after the end of each quarter.

SFY 2016 - Quarters for this Period of Service end September 30, 2015, December 31, 2015, March 31, 2016, and June 30, 2016. The quarterly Title V Activity Reports are due no later than the 30th day after the end of each quarter.

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.

Budget by Expense Category by Quarter: The Grantee may transfer funds for an approved budget category from one quarter to another within the same State Fiscal Year (SFY), as long as the Grantee (1) submits the Attachment B, Payment Request Summary Form that details the expenditures for the quarter that the Grantee would like to be reimbursed for; (2) submits a separate page that details the proposed budget for all remaining quarters (including Salaries, Fringe and Indirect for each quarter); and (3) does not change the total budgeted amount for the approved budget category for this period of service as shown below. Note: Changes cannot be retroactive.

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SFY 2015:

Quarter 1

Salaries:	$42,120.00
Fringe:	$9,902.41
Indirect	$3,605.47
Total	**$55,627.88**

Quarter 2

Salaries:	$42,120.00
Fringe:	$9,902.41
Indirect	$3,605.47
Total	**$55,627.88**

Quarter 3

Salaries:	$42,120.00
Fringe:	$9,902.41
Indirect	$3,605.47
Total	**$55,627.88**

Quarter 4

Salaries:	$42,120.00
Fringe:	$9,902.41
Indirect	$3,605.47
Total	**$55,627.88**

SFY 2016:

Quarter 1

Salaries:	$40,688.17
Fringe:	$9,565.78
Indirect	$3,482.90
Total	**$53,736.85**

Quarter 2

Salaries:	$40,688.17
Fringe:	$9,565.78
Indirect	$3,482.90
Total	**$53,736.85**

Quarter 3

Salaries:	$40,688.17
Fringe:	$9,565.78
Indirect	$3,482.90
Total	**$53,736.85**

Quarter 4

Salaries:	$40,688.18
Fringe:	$9,565.79
Indirect	$3,482.90
Total	**$53,736.87**

Total Budget Information SFY 2015:

Broadband Position Classification	Maximum Hourly Rate	Maximum Total Reimbursement for Class
H. Patrick Wong, Chief, Air Quality Division	$65.96 per hour	$10,553.60
M. Muthiah, Sr. Prof. Engineer	$60.89 per hour	$24,356.00
S. Harris, Secretary	$21.25 per hour	$12,750.00
M. Garcia, Engineer 3	$45.95 per hour	$26,651.00
R. Gordon, Special Projects Administrator	$46.53 per hour	$5,583.60
M. March, Engineer 2	$34.62 per hour	$31,158.00
A. Radhay, Engineer 2	$36.39 per hour	$43,668.00
F. Echanique, Engineer 1	$40.01 per hour	$2,400.60
F. Delgado, Inspector 2	$34.87 per hour	$4,184.40
M. Roberts, ERPS	$34.90 per hour	$4,188.00
Vacant, Engineer 1	$24.89 per hour	$2,986.80
	Total Salaries:	**$ 168,480.00**

Salaries	$168,480.00
Fringe Benefits (23.51% of direct salaries)	$39,609.64
Indirect (8.56% of salaries)	$14,421.88
TOTAL	**$222,511.52**

Note: The Grantee shall not commence any services for the SFY16 service period until notice is received by the Grantee of an increase in funding to provide for that period of service.

Total Budget Information SFY 2016:

Broadband Position Classification	Maximum Hourly Rate	Maximum Total Reimbursement for Class
H. Patrick Wong, Chief, Air Quality Division	$65.96 per hour	$10,553.60
M. Muthiah, Sr. Prof. Engineer	$60.89 per hour	$24,356.00
S. Harris, Secretary	$22.16 per hour	$13,273.84
M. Garcia, Engineer 3	$47.93per hour	$27,559.75
R. Gordon, Special Projects Administrator	$46.53 per hour	$3,722.40
M. March, Engineer 2	$36.39per hour	$34,570.50
A. Radhay, Engineer 2	$38.16 per hour	$34,344.00
F. Echanique, Engineer 1	$40.01 per hour	$1,600.40
M. Roberts, ERPS	$38.16 per hour	$4,579.20
Vacant, Engineer 1	$27.31 per hour	$8,193.00
	Total Salaries:	**$ 162,752.69**

Salaries	$162,752.69
Fringe Benefits (23.51% of direct salaries)	$38,263.13
Indirect (8.56% of salaries)	$13,931.60
TOTAL	**$214,947.42**

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0700
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	
Group #1: 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	
Group #2: 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:	
Group #3: Title V Support Activities	
Directions: Provide staff hours and salary dollars spent specifically on support for TV Activities under this Agreement including program management and administration.	
Total Staff Hours Spent on Title V Support Activities:	
Total Salary Dollars Used on Title V Support Activities:	
Comments:	
TOTALS: Group #1, Group #2, and Group #3	
Directions: Please be certain that your total staff hours for all three groups reference the total salary dollars spent on all three groups. Therefore, all hours charged should be assigned to one of the three groups via this Attachment C (TV Activity Report); and all hours should be assigned to a broadband or an individual staff member via the information submitted by the Local Program in their Attachment C (TV Activity Report) or their Attachment B (Payment Request Summary Form) documentation. *Please be certain that the total amount requested for Salaries in Attachment B (Payment Request Summary Form) equal the TOTAL SALARY DOLLARS in this Attachment C (TV Activity Report).*	
TOTAL STAFF HOURS on Group #1 (staff hours spent acting on permit applications), Group #2 (staff hours spent acting on compliance activities) and Group #3, (staff hours spent on TV Support activities).	
TOTAL SALARY DOLLARS on Group #1 (staff dollars spent acting on permit applications), Group #2 (staff hours spent acting on compliance activities) and Group #3, (staff hours spent on Title V support activities).	

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 1735	2014-2015	37.043	Delegated Title V Air Pollution Control Program	$437,458.94	030000
				Total Award	$437,458.94	

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.