

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
COMMISSIONER'S BOARD ROOM
SEPTEMBER 9, 2004
10 AM – 12 NOON**

AGENDA

INVOCATION AND PLEDGE OF ALLEGIANCE

**APPROVAL OF CHANGES TO THE AGENDA AND REMOVAL OF CONSENT
AGENDA ITEMS WITH QUESTIONS, AS REQUESTED BY BOARD MEMBERS**

- I. CITIZEN'S COMMENTS**
- II. CITIZEN'S ENVIRONMENTAL ADVISORY COMMITTEE**
Report from the Chairman – David Jellerson
- III. PROCLAMATIONS**
 - A. Used Oil Collection Day 2
 - B. Pollution Prevention Week 3
- IV. CONSENT AGENDA**
 - A. Approval of Minutes: July 22 & August 19, 2004 4
 - B. Legal Department Monthly Report 13
 - C. Pollution Recovery Trust Fund 17
 - D. Gardinier Settlement Trust Fund 18
 - E. Request Authority to Take Appropriate Legal Action Against:
River Walk Mobile Home Park (Water Mgmt. Division) 19
 - F. Ratify Request to Re-Classify Position 21
 - G. Authorize Executive Director to Execute Title V and Air Monitoring Contracts 22
- V. EXECUTIVE DIRECTOR**
Annual Report on State of the Environment
- VI. ADMINISTRATION**
Discussion of Executive Director's Evaluation and Contract Extension
- VII. AIR MANAGEMENT DIVISION**
Update – Ford Amphitheatre 58
- VIII. COMMISSIONER'S REQUEST**
Environmental Considerations – Canal & Access Dredging (Comm. Norman/Castor) 60

Any person who might wish to appeal any decision made by the Environmental Protection Commission regarding any matter considered at the forthcoming public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

Visit our website at www.epchc.org

Agenda Item Cover Sheet

Date: September 2, 2004

Agenda Item: USED OIL RECYCLING DAY

Description/Summary:

The Florida Department of Environmental Protection (DEP), Tampa Bay Buccaneers and Advance Discount Auto Parts are joining forces to protect Florida's environment. A joint public awareness campaign, Bring Every Quart Back!, encourages Floridians to protect natural resources and underground drinking water supplies by properly disposing used motor oil at public collection centers throughout the state.

The DEP has designated September 18, 2004 as Used Oil Recycling Day. To show our support for this event, staff requests that a proclamation be issued designating September 18, 2004 as Used Oil Recycling Day in Hillsborough County.

Board Action Recommended:

Proclaim September 18, 2004 as Used Oil Recycling Day in Hillsborough County.

Board Action Taken:

Agenda Item Cover Sheet

Date: September 2, 2004

Agenda Item: POLLUTION PREVENTION WEEK

Description/Summary:

Pollution prevention (P2) is any practice which reduces or eliminates the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment. P2 was adopted as a national policy when the Pollution Prevention Act was passed in 1990.

The week of September 20 – 26 has been designated as Pollution Prevention Week nationwide. This year, the State of Florida has adopted the “*Stormwater Solutions for a Florida Yard*” aimed to increase awareness among Hillsborough County residents to reduce the potential of releasing pollutants from our lawns into one of our most important resources, our watersheds. To show our support for this event, staff requests that a proclamation be issued designating September 20 -26 2004 as Pollution Prevention Week in Hillsborough County.

Board Action Recommended:

Proclaim September 20 – 26, 2004 as Pollution Prevention Week in Hillsborough County.

Board Action Taken:

JULY 22, 2004 - ENVIRONMENTAL PROTECTION COMMISSION - DRAFT MINUTES

The Environmental Protection Commission (EPC), Hillsborough County, Florida, met in Regular Meeting scheduled for Thursday, July 22, 2004, at 10:00 a.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida.

The following members were present: Chairman Jan Platt and Commissioners Kathy Castor, Ken Hagan (arrived at 10:09 a.m.), Jim Norman, and Thomas Scott.

The following members were absent: Commissioners Pat Frank (family matter) and Ronda Storms (illness).

Chairman Platt called the meeting to order at 10:03 a.m. Commissioner Scott led in the pledge of allegiance to the flag and gave the invocation.

CHANGES TO THE AGENDA

Dr. Richard Garrity, EPC Executive Director, added diesel bus retrofits to the agenda and stated Commissioner Storms had requested deferring an update on oil disposal at HARTline until the investigation was complete. **Commissioner Norman moved the changes, seconded by Commissioner Castor, and carried four to zero.** (Commissioner Hagan had not arrived; Commissioners Frank and Storms were absent.)

CITIZENS COMMENTS

Ms. Marilyn Smith, County resident, said people who lived in the Sun City Center area were also concerned about the North County environment and offered comments on HARTline oil and drainage.

CITIZENS ENVIRONMENTAL ADVISORY COMMITTEE (CEAC)

Report From the Chairman, David Jellerson - Mr. Jellerson reported on the July 12, 2004, CEAC meeting. CEAC recommended the EPC adopt the proposed changes to Chapter 1-11, Wetland Rule, and Chapter 1-10, Noise Rule, as recommended by staff. CEAC had previewed pollution recovery fund (PRF) grant applications. Based on federal funding constraints, CEAC voted to shift \$75,000 from the Palm River project to an enhancement project in McKay Bay. Mr. Jellerson said PRF applications were due August 1, 2004.

PUBLIC HEARING

Consider Amendments to Chapter 1-11, Wetland Rule of the EPC - EPC General Counsel Richard Tschantz said the public hearing was to consider State-mandated amendments to Chapter 1-11, Wetland Rule. Attorney Tschantz referenced agenda material page 4, line 18, definition of altered wetlands, and explained staff recommended deleting the definition of altered wetlands from the rule, reletter subsequent definitions accordingly, and approve the

THURSDAY, JULY 22, 2004 - DRAFT MINUTES

changes to the rule. Ms. Jadell Kerr, Director, EPC Wetlands Management Division, gave an overview of changes to Chapter 1-11 regarding mitigation, as provided in agenda material.

Chairman Platt called for public comment. Following discussion regarding time limitations for speakers, **Commissioner Norman moved three minutes, seconded by Commissioner Scott, and carried five to zero.** (Commissioners Frank and Storms were absent.)

Mr. Bob Kinsey, IMC Phosphates Company (IMC), disagreed with the uniform mitigation assessment method (UMAM) and stated the issue was selective adoption. Mr. Kinsey asked that Hillsborough County adopt UMAM in its entirety and expressed concern about time frames in the permitting process and lack of justification for reasonable use of land. Attorney Hugh Marthinsen, Saxon, Gilmore, Carraway, Gibbons, Lash, and Wilcox, P.A. (Saxon Gilmore), 201 East Kennedy Boulevard, Suite 600, submitted and outlined written comments from IMC regarding UMAM exemptions potentially removing IMC's rights without due process. Attorney Marthinsen asked that EPC staff work with IMC to reach a memorandum of understanding (MOU) or policy regarding time frames and definition for reasonable use.

Ms. Smith expressed concern about the contiguous value connection of wetlands to uplands, disagreed with mitigation outside Hillsborough County, and perceived the wetland rule should be strengthened, not weakened. Mr. Jellerson reiterated CEAC recommended approval of the proposed amendments.

Attorney Tschantz said the comments regarding the time frames and whether justification for mitigation impacts should occur were outside the purpose of the mandate for a method to calculate the amount of mitigation and should not be considered. There had been many discussions with the mining industry about justification and time frame issues, and there would be more. Also, a MOU was in the process between EPC, Planning and Growth Management Department, and the mining industry. Attorney Tschantz clarified phosphate reclamations approved prior to 1996 were exempt from UMAM calculations.

Attorney Tschantz replied to Commissioner Norman regarding legal challenges. As requested by Commissioner Castor, Ms. Kerr explained who typically applied for such permits, outlined changes to the process, perceived the rule was strong because of the justification requirement, and explained mitigation banking was allowed in Hillsborough County. Commissioner Castor agreed the justification portion and time frames were outside the scope; however, she perceived working on reasonable time frames for processing applications was

THURSDAY, JULY 22, 2004 - DRAFT MINUTES

practical. Commissioner Castor moved to approve the new rules proposed by the EPC Director, seconded by Commissioner Scott, and carried five to zero. (Commissioners Frank and Storms were absent.) (Revisited later in the meeting.)

CONSENT AGENDA

- A. Approval of Minutes: April 7, 2004, and May 20, 2004.
- B. Monthly activity reports.
- C. Legal Department monthly reports.
- D. PRF.
- E. Gardinier Settlement Trust Fund.
- F. Request authority to take appropriate legal action against: (1) U-Haul Company and Amerco Real Estate Company (storage tanks); and (2) Pedro Molina, doing business as Professional Repair (air violations).

Commissioner Norman moved the Consent Agenda, seconded by Commissioner Castor, and carried five to zero. (Commissioners Frank and Storms were absent.)

EXECUTIVE DIRECTOR

Introduction - Canal Dredging Issue - Dr. Garrity utilized an overhead presentation to review environmental issues involved with canal dredging and maintenance, agencies involved in permitting, and funding. From a regulatory perspective, EPC staff had abilities and knowledge in that area and the ability to collect data and look at issues on a broad scale. EPC staff would work with the County team, if EPC moved forward in that area, and would provide updates or additional information as needed or requested. Commissioner Castor noted the Management and Budget Department and other groups would have community meetings to discuss the dredge district concept with various canal-fronting subdivisions. She asked that an EPC representative attend those community meetings, so the public could understand the environmental permitting requirements involved. Dr. Garrity agreed. Commissioner Norman suggested staff look at what other counties had done.

AIR MANAGEMENT DIVISION

Diesel Bus Retrofits - Mr. Reginald Sanford, EPC staff, stated EPC had applied for a grant for diesel bus retrofit in 2002. He discussed the Environmental Protection Agency (EPA) initiative Clean School Bus USA to reduce the exposure of children to toxic diesel fumes, displayed photographs of diesel retrofit

THURSDAY, JULY 22, 2004 - DRAFT MINUTES

hardware, and explained the Hillsborough County program would be the only one in the State. Staff planned to apply for future funding as money became available, because retrofits were beneficial.

LEGAL DEPARTMENT

Request Authority to Establish Date for Public Hearing to Consider Amendments to Chapter 1-10, Noise Rule of the EPC - Attorney Tschantz requested permission to go forward at the August 2004 meeting with the proposed amendments to the noise rule to make clarifications and additions. **Commissioner Castor so moved, seconded by Commissioner Norman, and carried four to zero.** (Commissioner Hagan was out of the room; Commissioners Frank and Storms were absent.)

WASTE MANAGEMENT DIVISION

Brownfields Presentation - Mr. Hooshang Boostani, Director, EPC Waste Management Division, utilized an overhead to review information distributed to EPC members on Brownfields, which included a history, definition, federal and State benefits, and designated sites. In reply to Commissioner Castor, Mr. Boostani said funding had been a problem with superfund sites, but he was unaware funding for Brownfields had been cut. Both Hillsborough County and the city of Tampa had proactive Brownfields programs. EPC had been delegated as the authority starting in June 2004, and beginning the week of July 19, 2004, EPC would meet with EPA to discuss transition of authority. **Now that EPC had that delegated authority, Commissioner Castor moved that EPC meet with the Hillsborough County Planning and Growth Management Department staff, and examine State and federal funds currently available, and report to the EPC within three months on recommendations on how to improve the Brownfields program in Hillsborough County. Commissioner Scott seconded the motion, which carried four to zero.** (Commissioner Hagan was out of the room; Commissioners Frank and Storms were absent.)

Clean Living Video - Mr. Boostani introduced Ms. Courtney Moore, age 10, who had taken part in the Clean Living video, and her mother, Ms. Joyce Moore, EPC staff. Following the video, Dr. Garrity explained the video would run periodically on Hillsborough Television Channel 22.

ENVIRONMENTAL RESOURCES MANAGEMENT DIVISION

Consider PRF Request: McKay Bay Dredge Hole Restoration Project - Dr. Gerald Morrison, Director, EPC Environmental Resources Management Division, referenced pages 48 through 50 in agenda material, and requested authorization

THURSDAY, JULY 22, 2004 - DRAFT MINUTES

for EPC staff to reappropriate \$75,000 of PRF, subject to appropriate contingencies, from the Palm River habitat restoration project to the beneficial use of dredge material in McKay Bay dredge hole project. Commissioner Norman moved staff recommendation, seconded by Commissioner Scott, and carried four to zero. (Commissioner Hagan was out of the room; Commissioners Frank and Storms were absent.)

Consider Amendments to Chapter 1-11, Wetland Rule of the EPC - REVISITED - Attorney Tschantz said IMC wanted to clarify a statement about IMC not mitigating in Hillsborough County. Commissioner Norman moved to open the public record section, so it could be part of a clarification of comment only, seconded by Commissioner Scott. In reply to Chairman Platt, Attorney Tschantz said the motion was legally appropriate. The motion carried four to zero. (Commissioner Hagan was out of the room; Commissioners Frank and Storms were absent.)

Attorney Joyce Nader, Saxon Gilmore, stated IMC had always understood and was required to mitigate for wetland impacts in Hillsborough County under its development of regional impacts and operating permits. IMC did not want to create the impression that it was not required to mitigate. The question IMC had was which set of rules would apply for conceptual reclamation plans approved in 1996. Commissioner Norman said EPC had directed staff to work with IMC on timing, which would come forth outside of the rule. Attorney Nader confirmed that process would begin in August 2004.

There being no further business, the meeting was adjourned at 11:14 a.m.

READ AND APPROVED: _____

CHAIRMAN

ATTEST:

RICHARD AKE, CLERK

By: _____

Deputy Clerk

SW

AUGUST 19, 2004 - ENVIRONMENTAL PROTECTION COMMISSION - DRAFT MINUTES

The Environmental Protection Commission (EPC), Hillsborough County, Florida, met in Regular Meeting scheduled for Thursday, August 19, 2004, at 10:00 a.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida.

The following members were present: Chairman Jan Platt and Commissioners Kathy Castor, Pat Frank, Jim Norman, Thomas Scott (arrived at 10:23 a.m.), and Ronda Storms (arrived at 10:54 a.m.).

The following member was absent: Commissioner Ken Hagan (family matter).

Chairman Platt called the meeting to order at 10:01 a.m., led in the pledge of allegiance to the flag, and gave the invocation.

CHANGES TO THE AGENDA

Dr. Richard Garrity, EPC Executive Director, distributed an addendum requesting items added for Egmont Key and Ford Amphitheatre. **Commissioner Norman moved the changes, seconded by Commissioner Castor, and carried four to zero.** (Commissioners Scott and Storms had not arrived; Commissioner Hagan was absent.)

CITIZENS COMMENTS

Chairman Platt called for public comment; there was no response

CITIZENS ENVIRONMENTAL ADVISORY COMMITTEE (CEAC)

Report From the Chairman, David Jellerson - Mr. Jellerson discussed the August 2, 2004, CEAC meeting and said a report was presented by Ms. Jan Stein, Arts Council, regarding public art and the Roger P. Stewart Center. He stated the CEAC had previewed pollution recovery fund (PRF) applications, noted the difference in available funds and total amount of the requests, and commented on decision-making in awarding grants. EPC Board members offered appreciative comments for CEAC efforts.

Presentation of Service Award - Ms. Eileen Hart accepted a plaque in recognition of her service on CEAC from February 2000 to January 2004.

PUBLIC HEARING

Public Hearing to Consider Amendments to Chapter 1-10, Noise Rule of the EPC - In response to Chairman Platt, EPC General Counsel Richard Tschantz confirmed public notice and reviewed procedures for the public hearing. Ms. Kay Strother, EPC staff, utilized an overhead presentation to review the rule changes, as presented in background material. Commissioner Frank commented on Land Development Code (LDC) changes permitting commercial nursery operations

THURSDAY, AUGUST 19, 2004 - DRAFT MINUTES

in residential neighborhoods and potential noise violations. Ms. Strother confirmed residential standards would apply. Commissioner Norman perceived that issue would be addressed in future LDC amendments.

Chairman Platt called for public comment; there was no response. **Commissioner Frank moved approval of staff recommendation of the changes to the sound level rules, seconded by Commissioner Norman, and carried four to zero.** (Commissioners Scott and Storms had not arrived; Commissioner Hagan was absent.)

CONSENT AGENDA

- A. Approval of Minutes: None.
- B. Monthly Activity Reports.
- C. Legal Department Monthly Report.
- D. PRF.
- E. Gardinier Settlement Trust Fund (GSTF).
- F. Request authority to take appropriate legal action against: (1) Darius Gittens and Geraldine Oliveras (Waste Management Division); and (2) Geza Kovacs and Kovacs Geza Incorporated (Waste Management Division).
- G. Request for extension of time - GSTF Project SP612.
- H. Resolution - Clean Air Partnership program grant.
- I. Resolution - Smart Driver program grant.

Commissioner Norman moved approval, seconded by Commissioner Castor, and carried four to zero. (Commissioners Scott and Storms had not arrived; Commissioner Hagan was absent.)

EXECUTIVE DIRECTOR

Presentation - Agency Goals and Objectives - Dr. Garrity utilized an overhead presentation to review the status of the five goals for fiscal year (FY) 2003-2004, highlighted the objectives, achievements, and future challenges for each goal, and reviewed environmental results for FY 2004.

Commissioner Frank commented on the objective to partner with the emergency planning group on an emergency management plan and questioned who would be responsible for the Tampa Bay Water (TBW) reservoir and surrounding area if impacted by disaster. Dr. Garrity stated questions such as that would be addressed with Mr. Larry Gispert, Director, Emergency Management Department.

THURSDAY, AUGUST 19, 2004 - DRAFT MINUTES

Commissioner Frank wanted to ensure involvement of TBW. Dr. Garrity would work on involving TBW. Commissioner Storms noted space was available for agencies' emergency operations at Netpark, including TBW. Dr. Garrity thanked staff for preparation of the report. Commissioner Scott commented on Netpark and recovery operations.

ADMINISTRATION

Discuss Process for Executive Director's Evaluation - Mr. Tom Koulianos, Director, EPC Finance and Administration, stated the procedure would be the same as the previous year and requested evaluation forms be returned within three weeks; the results would be presented at the September 9, 2004, EPC meeting. In response to Chairman Platt, Mr. Koulianos confirmed Mr. George Williams, Director, Human Resources Department, would compile the results. Commissioner Norman requested a copy of prior evaluations. Chairman Platt requested a motion to concur with the process. **Commissioner Scott so moved, seconded by Commissioner Frank, and carried five to zero.** (Commissioner Castor was out of the room; Commissioner Hagan was absent.)

Authorize Chairman to Transmit EPC comments to U.S. Army Corps of Engineers (Corps) Regarding Proposed Egmont Key Project - Chairman Platt outlined the item and noted staff had prepared a letter, which had been distributed. Dr. Gerold Morrison, Director, EPC Environmental Resources Management Division, utilized an overhead presentation to review the proposed short-term and long-term solutions to address erosion issues at Egmont Key, as provided in background material. He explained dredge material would be utilized and suggested dredge material be tested for potential contaminants. **Commissioner Frank moved to authorize the issuance of a letter from the Chairman to the Corps, supporting the dredging, seconded by Commissioner Scott.** Chairman Platt requested the motion include notifying the congressional delegation; **Commissioner Frank agreed.** Commissioner Storms questioned whether the letter spoke to the issues of contaminants; Chairman Platt replied in the affirmative. **The motion carried five to zero.** (Commissioner Castor was out of the room; Commissioner Hagan was absent.) In response to Commissioner Frank, Dr. Morrison anticipated feasibility studies would provide information on whether Egmont Key issues impacted surrounding islands.

Ford Amphitheatre Update - Mr. Jerry Campbell, Director, EPC Air Management Division, utilized an overhead presentation to review Ford Amphitheatre noise issues, as provided in background material, and highlighted citizen complaints and noise monitoring results. He noted many of the readings were above standards, and the lower frequency was the biggest issue. Staff would meet with the Florida State Fair Authority (FSFA) regarding noise issues that

THURSDAY, AUGUST 19, 2004 - DRAFT MINUTES

needed to be addressed. Commissioner Norman recalled discussion on potential impacts from the amphitheatre and anticipated noise issues. Commissioner Scott stated he had received complaints from as far away as Thonotosassa. Dr. Garrity confirmed a warning letter had been issued to FSFA and the amphitheater. Commissioner Frank noted a complaint was received regarding a reverberating house. Following comments on the appointment of a new FSFA executive director, Commissioner Frank moved to send a letter, as EPC, to the FSFA, to the director, with a copy to the Governor's Office alerting him that this was a problem that the FSFA needed to correct immediately. Commissioner Scott seconded the motion, noting the Florida Department of Agriculture and Consumer Services Commissioner Charles Bronson made the appointment and the letter should go to him; Commissioner Frank agreed.

Commissioner Norman noted the concerts were outdoor events, said the newspaper reported a citizen was struck by lightning near one of the buildings, and suggested a lightning rod be installed. In response to Commissioner Storms, Dr. Garrity discussed warning citations, working with FSFA to address issues such as speaker direction, and to address further issues with excessive decibel levels. The motion carried five to zero. (Commissioner Castor was out of the room; Commissioner Hagan was absent.) Discussion included the number of citations issued before legal action, caps on fines, and whether citations were issued to FSFA, Clear Channel Communications, or the performer. There being no further business, the meeting was adjourned at 11:10 a.m.

READ AND APPROVED: _____
CHAIRMAN

ATTEST:
RICHARD AKE, CLERK

By: _____
Deputy Clerk

lm

EPC LEGAL DEPARTMENT MONTHLY REPORT
September 2004

A. ADMINISTRATIVE CASES

NEW CASES [0]

EXISTING CASES [4]

FIBA/Bridge Realty [LBRI95-162]: EPC issued a citation to the owner, Bridge Realty and former tenant FIBA Corp., for various unlawful waste management practices. It was ordered that a contamination assessment must be conducted, a report submitted and contaminated material appropriately handled. Bridge Realty and FIBA appealed. Bridge Realty initiated a limited assessment and staff requested additional information only a portion of which was delivered. However, an alternate remedial plan was approved and staff is reviewing the final report. (RT)

Cone Constructors, Inc. [LCONB99-006]: (*See related case under Civil Cases*). Citation for Noise Rule violations during the construction of the Suncoast Parkway was appealed. On September 14, 2000, Mr. Cone signed a Settlement Letter to resolve this case. In addition to prohibiting Mr. Cone from conducting night time operation of heavy duty rock hauling, the Settlement Letter provided for payment of \$1,074.00 as reimbursement for costs and expenses associated with the investigation and resolution of this matter. To date, Mr. Cone has not paid the agreed upon amount. Options for collection of the agreed upon amount are being investigated. (RT)

Col Met, Inc. [LCOL03-019]: On March 19, 2003, Co Met, Inc. was issued a Citation to Cease and Order to Correct Violation regarding its aluminum painting operation. Col Met, Inc. timely filed an Appeal of the Citation. The company has since ceased operations and is negotiating a sale. The matter has been held in abeyance pending result of the sale and a determination whether the operation will continue. (RT)

Carolina Holdings, Inc. v. EPC [LCHP04-008]: A proposed final agency action letter denying an application for authorization to impact wetlands was sent on May 7, 2004. Carolina Holdings, Inc. requested an extension of time to file an appeal. The EPC entered an Order Granting the Request for Extension of Time on June 3, 2004 and the current deadline for filing an appeal was July 2, 2004. On July 2, 2004, Carolina Holdings, Inc. filed an appeal challenging the decision denying the proposed wetland impacts. The parties are still in negotiations. A pre-hearing conference has been re-scheduled for September 22, 2004 to discuss the case. (AZ)

RESOLVED CASES [0]

B. CIVIL CASES

NEW CASES [2]

Kovacs Geza, Inc. [LEPC04-019]: Authority was granted on August 2004 to take appropriate action against Geza Kovacs and Kovacs Geza, Inc. for failing to comply with the terms of a previously issued Consent Order that required that unauthorized accumulation of solid waste be removed and disposed at a properly permitted facility. Staff is currently drafting a complaint. (AZ)

Gittens, Darius and Geraldine Oliveras [LEPC04-020]: Authority was granted on August 2004 to take appropriate

action against Darius Gittens and Geraldine Oliveras for failing to comply with the terms of a previously issued Citation that required that unauthorized accumulation of solid waste be removed and disposed at a properly permitted facility. Staff is currently drafting a complaint. (AZ)

EXISTING CASES [14]

FDOT & Cone Constructors, Inc. [LCONB99-007]: (See related case under Administrative Cases) Authority granted in March 1999 to take appropriate legal action to enforce the agency's nuisance prohibition and Noise Rule violated during the construction of the Suncoast Parkway. On September 14, 2000, Mr. Cone signed a Settlement Letter to resolve this case. In addition to prohibiting Mr. Cone from conducting night time operation of heavy duty rock hauling, the Settlement Letter provided for payment of \$1,074.00 as reimbursement for costs and expenses associated with the investigation and resolution of this matter. To date, Mr. Cone has not paid the agreed upon amount. Options for collection of the agreed upon amount are being investigated. (RT)

Georgia Maynard [LMAYZ99-003]: Authority to take appropriate action against Ms. Maynard as owner and operator of an underground storage tank facility was granted August 1999. A prior Consent Order required certain actions be taken to bring the facility into compliance including the proper closure of out-of-compliance tank systems. The requirements of the agreement have not been met. The EPC filed suit for injunctive relief and penalties and costs on March 8, 2001. The Defendant has failed to respond to the complaint and on July 9, 2001 the court entered a default against the Defendant. On August 28, 2001 the court entered a Default Final Judgment in the case. On March 12, 2002 the EPC obtained an amended Final Judgment that awarded the EPC \$15,000 in penalties and allows the agency to complete the work through Pollution Recovery Fund (PRF) money and to assess these costs back to the Defendant. On April 12, 2002 Ms. Maynard applied for state assistance for cleanup of any contamination at the site. The Defendant has become eligible for state assistance to cleanup any contamination on the property. The parties are attempting to negotiate a sale of the property and have the buyers perform the corrective actions. Negotiations are continuing in the case. (AZ)

Integrated Health Services [LIHSF00-005]: IHS, a Delaware corporation, filed for bankruptcy and noticed EPC as a potential creditor. IHS is a holding company that acquired a local nursing home, which operation includes a domestic wastewater treatment plant that is not in compliance. The Debtor filed a motion requesting that utility companies be required to continue service so that their residents can continue without relocation. (RT)

Botner, Clyde [LBOT03-017]: Authority to take appropriate action against Mr. Botner for unauthorized wetland impacts was granted in September 2003. The EPC issued Mr. Botner a Citation and Order to Correct for the unresolved wetland violations. He failed to appeal the Citation and the EPC is filing suit to enforce the Order. On October 16, 2003 the EPC Legal Department filed a lawsuit requiring corrective actions as well as penalties and costs for the unresolved wetland violation. The Defendant has filed a response to the lawsuit and the case is moving forward. The Defendant denied the EPC access to the site. On April 6, 2004 the EPC obtained judicial authority to inspect the site. A site visit was performed but the Defendant failed to allow a thorough inspection. The EPC obtained a second judicial inspection warrant in May, 2004. On June 1, 2004, the EPC staff executed the search warrant and conducted a site inspection of the property. At the conclusion of the discovery portion of the case the matter will be set for trial. (AZ)

Causeway Station – Patricia Vaca and Letty Cueva [LCAU04-005]: Authority to take appropriate action against Ms. Vaca and Ms. Cueva as owner and operator of an underground storage tank facility was granted April 2004. The parties are responsible for unresolved petroleum contamination existing at the property. On July 8, 2002, EPC issued a Citation and Order to Correct to the parties. The Citation ordered Letty Cueva and Patricia Vaca to complete and submit two copies of a Remedial Action Plan to cleanup the contamination. No response has been made by the parties. The EPC is preparing to file a lawsuit compelling corrective actions. (AZ)

Plant City Nightclub Company [LPLA04-003]: Plant City Nightclub filed a lawsuit against Hillsborough County, the Sheriff's Office, and the EPC requesting declaratory relief and challenging the EPC's enabling act and noise rule.

The EPC Legal Department filed a Motion to Dismiss the lawsuit and the matter will be set for hearing. (RT and AZ)

Presco Food Stores [LPRE03-025]: Authority to take appropriate action against Mr. Patel as owner and operator of an underground storage tank facility was granted in October 2003. The responsible party is currently out of compliance with state and EPC regulations concerning the operation of the underground storage tanks located at the property. The violations remain unresolved and the EPC Legal Department filed the lawsuit on April 28, 2004 compelling corrective actions and seeking penalties and costs. The parties are currently in negotiations concerning a settlement in the form of a consent final judgment. (AZ)

U-Haul of North Tampa [LUHA04-010]: Authority to take appropriate action against U-Haul of North Tampa for failure to prepare a required addendum to a Site Assessment Report for petroleum contaminant concentrations exceeding soil cleanup target levels was granted July 22, 2004. The parties are currently in negotiations. (AZ)

Tampa Bay Shipbuilding [LEPC04-011]: Authority to take appropriate action against Tampa Bay Shipbuilding for violations of permit conditions regarding spray painting and grit blasting operations, exceeding the 12 month rolling total for interior coating usage and failure to conduct visible emission testing was granted on March 18, 2004. The parties are currently in negotiations. (RT)

Lewis 8001 Enterprises, Inc. [LEPC04-012]: Authority to take appropriate action against Lewis 8001 Enterprises, Inc. was granted on May 20, 2004. Lewis 8001 Enterprises, Inc. has failed to remove improperly stored solid waste from its property. The parties have been attempting to negotiate a settlement without litigation. (AZ)

Cornerstone Abatement and Demolition Co. [LEPC04-013]: Authority to take appropriate action against Cornerstone Abatement and Demolition Co. for failing to properly handle and remove regulated asbestos-containing material was granted on May 20, 2004. Staff is currently drafting a complaint. (RT)

Julsar, Inc. [LEPC04-014]: Authority to take appropriate action against Julsar, Inc. for illegally removing over 11,400 square feet of regulated asbestos-containing ceiling material was granted on May 20, 2004. Staff is currently drafting a complaint. (RT)

Pedro Molina, d/b/a Professional Repair [LEPC04-015]: Authority to take appropriate action against Pedro Molina, d/b/a Professional Repair for failing to comply with the terms of a previously issued Consent Order regarding a spray paint booth ventilation system and other permit condition violations was granted on July 22, 2004. Staff is currently drafting a complaint. (RT)

U-Haul Company of Florida [LEPC04-016]: Authority to take appropriate action against U-Haul Company of Florida for failure to conduct a landfill gas investigation and remediation plan was granted September 18, 2003. The parties have been attempting to negotiate a settlement without litigation. (AZ)

RESOLVED CASES [0]

C. OTHER OPEN CASES [5]

The following is a list of cases assigned to EPC Legal that are not in litigation, but the party or parties have ask for an extension of time to file for administrative litigation in the hope of negotiating a settlement.

IMC Phosphates, Inc. v. EPC [LIMC04-007]: IMC Phosphates timely requested an extension of time to file an appeal challenging the Executive Director's decision dated February 25, 2004 regarding the review of justification of wetland impacts for Four Corners MU19E. The EPC entered an Order Granting the Request for Extension of Time on May 19, 2004. On July 1, 2004, IMC Phosphates submitted a request for a second extension of time to file an appeal. The EPC has provided additional time, until September 13, 2004, to file the appeal. (AZ)

James Lieberman v. EPC [LLIE04-009]: Mr. Lieberman owns a laundromat called U.S. 92 Speedwash. His request for a general permit to operate an industrial wastewater treatment system was denied on June 30, 2004. He requests an extension of time to review his various permitting options, before challenging our denial in an administrative court. The EPC has granted additional time, until October 5, 2004, to file for an administrative hearing. (RM)

Motiva Enterprises LLC vs. EPC [LEPC04-017]: Motiva Enterprises, upon review of the Draft Air Construction Permit and the Draft Permit for Renewal of a Title V Operation Air Permit, has filed a timely request for extension of time to prepare comments and discuss permitting issues with EPC. The EPC has granted additional time, until September 22, 2004, to file for an administrative hearing. (RT)

Tri-City Steel Services of Florida, Inc. [LEPC04-018]: Tri-City Steel Services of Florida, Inc. timely requested an extension of time to file an appeal challenging the Executive Director's Citation dated August 18, 2004 regarding activities that may have the potential for contamination of the soil and/or groundwater. The EPC has granted additional time, until October 18, 2004, to file notice of an appeal. (AZ)

James Hardie Building Products, Inc. [LEPC04-021]: James Hardie Building Products, Inc. has filed a timely request for an extension of time to complete its analysis of proposed permit conditions and preserve their right to file an appeal. The EPC has granted additional time, until September 27, 2004, to file notice of an appeal. (RT)

COMMISSION
 Kathy Castor
 Pat Frank
 Ken Hagan
 Jim Norman
 Jan K. Platt
 Thomas Scott
 Ronda Storms



Administrative Offices,
 Legal & Water Management Division
 The Roger P. Stewart Environmental Center
 1900 - 9th Ave. • Tampa, FL 33605
 Ph. (813) 272-5960 • Fax (813) 272-5157
 Air Management Fax 272-5605
 Waste Management Fax 276-2256
 Wetlands Management Fax 272-7144
 1410 N. 21st Street • Tampa, FL 33605

Executive Director
 Richard D. Garrity, Ph.D.

ENVIRONMENTAL PROTECTION COMMISSION
 OF HILLSBOROUGH COUNTY
 POLLUTION RECOVERY TRUST FUND
 AS OF AUGUST 31, 2004

Fund Balance as of 10/01/03	\$1,739,770
Interest Accrued	31,710
Deposits FY04	487,188
Disbursements FY04	233,596

Fund Balance \$2,025,072

Encumbrances Against Fund Balance:

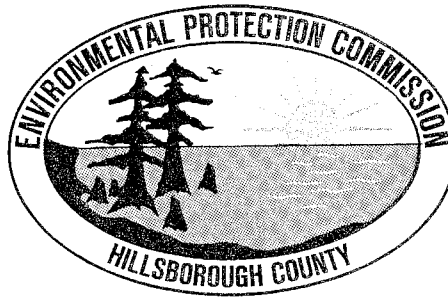
	Artificial Reef	11,075
(66)	Asbestos Abatement	4,486
(73)	Balm Road Scrub	300,000
(84b)	Cockroach Bay Aerial Photos	3,392
(90)	Upper Tampa Bay Trail	71,339
(91)	Alafia River Basin	25,233
(92)	Brazilian Pepper	26,717
(93)	Rivercrest Park	15,000
(95)	COT Stormwater Improvement	37,800
(96)	H.C. Parks/River Civic Center	- 0 -
(97)	COT Parks Dept/Cypress Point	100,000
(99)	Seagrass Restoration Cockroach Bay	58,020
(100)	Agriculture Pesticide Collection	38,116
(101)	Pollution Prevention Program	14,498
	Old Landfills/Coronet	8,654
	Palm River Habitat	200,000
	Riverview Library	10,000
	Simmons Park	60,000
	Adopt A Shoreline	10,416
	Bahia Beach Restoration	150,000
	State of the River	10,000
	Stormwater Mgmt/Florida Aquarium	30,000
	Water Drop Patch/Girl Scouts	7,350
	Tampa Shoreline Restoration	30,000

Total of Encumbrances 1,222,096

Minimum Balance (Reserve) 120,000 *

Fund Balance Available August 31, 2004 \$ 682,976

COMMISSION
 Kathy Castor
 Pat Frank
 Ken Hagan
 Jim Norman
 Jan K. Platt
 Thomas Scott
 Ronda Storms



Administrative Offices,
 Legal & Water Management Division
 The Roger P. Stewart Environmental Center
 1900 - 9th Ave. • Tampa, FL 33605
 Ph. (813) 272-5960 • Fax (813) 272-5157
 Air Management Fax 272-5605
 Waste Management Fax 276-2256
 Wetlands Management Fax 272-7144
 1410 N. 21st Street • Tampa, FL 33605

Executive Director
 Richard D. Garrity, Ph.D.

ENVIRONMENTAL PROTECTION COMMISSION
 OF HILLSBOROUGH COUNTY
 ANALYSIS OF GARDINIER SETTLEMENT TRUST FUND
 AS OF AUGUST 31, 2004

Fund Balance as of 10/01/03	\$1,239,034
Interest Accrued	18,577
Disbursements FY04	437,000
Fund Balance	\$ 820,611

Encumbrances Against Fund Balance:

SP462 Port Redwing	- 0 -
Sp464 Davis Tract	- 0 -
SP591 Mechanical Seagrass Planting	3,584
SP597 Fantasy Island Restoration	1,633
SP602 Apollo Beach Habitat Restoration	- 0 -
Marsh Creek/Ruskin Inlet	47,500
SP604 Desoto Park Shoreline	150,000
SP610 H.C. Resource Mmt/Apollo Beach Restoration	35,000
Tampa Bay Scallop Restoration	127,900
SP611 COT Stormwater Improvements	- 0 -
SP612 Riverview Civic Center	120,000
SP615 Little Manatee River Restoration	50,000
SP616 Manatee Protection Areas	2,246
SP614 Manatee & Seagrass Protection	11,200
Fantasy Island	20,000
E.G. Simmons Park	43,200
Cockroach Bay ELAPP Restoration	208,348
Total of Encumbrances	820,611

Fund Balance Available	August 31, 2004	\$ - 0 -
------------------------	-----------------	----------

**Environmental Protection Commission
of Hillsborough County**

Agenda Item Cover Sheet for September 9, 2004

Date:	August 30, 2004
To:	Environmental Protection Commissioners
Through:	Richard D. Garrity, Ph.D., Executive Director Christopher A. Dunn, P.E., Director, Water Management Division Richard Tschantz, General Counsel
From:	Michael Newman, Sr. Environmental Enforcement Specialist
Subject:	River Walk Mobile Home Park, Ltd. a/k/a Riverwalk Village Mobile Home Park
Recommendation:	Grant authority to take necessary legal action against River Walk Mobile Home Park, Ltd. including but not limited to a civil suit and the authority to settle this matter without further Board action.

Background: The wastewater treatment plant and disposal system (Facility) serves the River Walk Mobile Home Park located 8518 Gibsonton Drive, Gibsonton; Section 44, Township 30, Range 19; in Hillsborough County, Florida. The Facility is a 0.035 mgd three-month average daily flow permitted capacity Type III extended aeration wastewater treatment plant with effluent going to three percolation/evaporation ponds and a subsurface irrigation system.

The EPC is delegated by the Florida Department of Environmental Protection (DEP) to administer the domestic wastewater program in Hillsborough County. EPC initiated an enforcement action on this Facility for: discharging effluent from the disposal system to a tidal stream and/or a storm drain [rule 62-600.740 (2) (a), F.A.C.]; failing to properly operate and maintain the Facility's disposal system and failing to adequately address inflow and infiltration (I & I) into the Facility's collection system [62-600.740 (2) (c), F.A.C.]; failing to construct filters on schedule [62-600.740 (2) (b), F.A.C.]; failing to provide adequate effluent chlorine contact time [62-600.440 (5)(b), F.A.C.]; and failing to operate in accordance with the Facility permit [62-620.300 (5), F.A.C.].

On June 2, 2004, EPC staff proposed a consent order that provided reasonable time frames to evaluate and correct the Facility's deficiencies, however, River Walk did not respond. Again on July 21, 2004, EPC staff offered the consent order to River Walk and requested a response by August 4, 2004. To date, EPC staff has not received any response to the consent order.

River Walk has violated the referenced State DEP laws and rules concerning domestic

wastewater facilities, which is a violation of Chapter 403.161, Florida Statutes, Chapters 62-600 and 620, F.A.C., and Chapter 84-446, as amended, laws of Florida (EPC Act), Section 17. EPC staff has attempted to negotiate resolving the outstanding violations but have been unsuccessful. Since the responsible party has not responded adequately to EPC staff efforts to resolve this matter, EPC staff recommends the initiation of appropriate legal action for enforcement and the authority to settle this matter without further Board action.

Action Taken By The Commission

Approved Disapproved Continued/deferred until _____

Other: _____

Special Instructions: _____

By: _____

Meeting Date: _____

(J:Enforcement\– Request for authority)

Agenda Item Cover Sheet

ITEM IV (F)

Date: September 9, 2004

Agenda Item: Request to Re-classify Position

Description/Summary:

On September 30, 2004 one of our custodians will be retiring. As the Agency is migrating into one facility, our need for this custodial position is no longer required. The position reports to the Director of Finance and Administration. He has requested authorization to re-classify this position to a Budget Analyst position to work alongside the Accounting Manager, who is planning on retiring in the next year or two. The need for additional staffing in this department has become apparent as the Accounting Section of the agency has remained at the same level since 1988 when the agency only consisted of approximately 70 staff members. The work load in this section has grown tremendously. The Director of Finance and Administration has indicated that the FY05 Budget can cover the difference in personnel costs through attrition and that future costs will be addressed in the FY06-07 Budget. The difference in costs between these two classifications is approximately \$25,000.

Board Action Recommended:

Ratify the action requested by the Director of Finance and Administration to re-class one Head Custodian Position to Budget Analyst. Normally re-classifications of currently approved positions are processed through Civil Service and do not require action by the Board as long as the level of authorized positions is not affected. Due to the nature of this request, we are placing it on the agenda in order to provide full disclosure to the Board. No additional funds are being requested.

CONSENT AGENDA ITEM COVER SHEET

Date: September 9, 2004

Agenda Item: Title V and Air Monitoring Contracts

Description Summary:

The Title V Contract is an annual contract between the State of Florida and EPC to perform services related to the permitting and compliance of major air pollution sources. Because the State is shifting the contract period to match the State's fiscal year, the contract amount is \$571,032 for the period of October 1, 2004 to June 30, 2005. The FY 2005 contract has not been received to date, but a copy of FY 2004's Title V contract is attached. With the exception of the contract period, we do not expect any significant changes.

The Air Monitoring Contract is also an annual contract between the State of Florida and EPC to perform air monitoring in Hillsborough County. The State is also shifting the period of this contract to match the State's fiscal year. A draft of this contract is attached indicating the contract amount is for \$227,363 for the period of October 1, 2004 to June 30, 2005. Again, no other significant changes are anticipated.

Both contracts need to be signed by October 1, 2004, to prevent any interruption in the contract period. No matching funds are required from the County.

Commission Action Recommended: Grant authority for Dr. Garrity to sign the annual Title V and Air Monitoring Contracts for FY05.

Commission Action Taken:

DEP CONTRACT NO. AQ178
AMENDMENT NO. 3

THIS AGREEMENT as entered into on the 28th day of September, 2001, and amended on the 9th day of October, 2002, and the 8th day of August, 2003, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Scope of Services as set forth in Attachment A-1 for the second period of service (October 1, 2002 through September 30, 2003), is expected to be satisfactorily completed by the Contractor; and,

WHEREAS, the Scope of Services and funding for the third period of service needs to be added to this Agreement; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the Agreement is hereby amended as follows:

- In accordance with Paragraph 6, which allows for the inclusion of additional services and funding for each additional year of the Agreement, the maximum compensation amount of the Agreement is hereby increased from \$1,442,752 to \$2,164,128 (an increase of \$721,376) to provide funding for the Third Service Period which shall begin upon execution of Amendment No. 3 or October 1, 2003 (whichever is later) and end September 30, 2004.
- Paragraph 7, Item B.i is hereby modified to read as follows:
 - i. Fringe Benefits – Shall be calculated at 55.61% of direct salaries.
- Paragraph 7, Item B.ii is hereby deleted in its entirety.
- **Attachment A-2, Scope of Services – Third Service Period**, attached hereto, is hereby added to the Agreement. All references in the Agreement to Attachments A and A-1 are hereby revised to read Attachments A, A-1 and A-2, as appropriate.
- To address the increase in funding provided under this Amendment, Attachment C-1, Page 5 of 5 is hereby replaced with Attachment C-1, Page 5 (Revised) of 5.

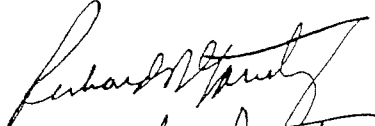
In all other respects, the Agreement of which this is an Amendment and attachments relative thereto, shall remain in full force and effect.

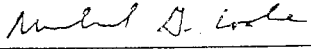
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ENVIRONMENTAL PROTECTION
COMMISSION OF HILLSBOROUGH COUNTY

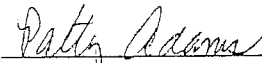
STATE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

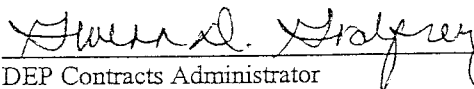
By: 
Title: Executive Director

By: 
Director, Division of Air Resource
Management or designee

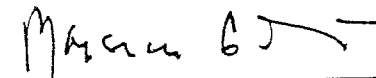
Date: 9/25/03

Date: 9/23/03


Patty Adams, DEP Project Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

List of attachments included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Scope of Services – Third Service Period (2 Pages)
Attachment	C-1	Page 5 (Revised) of 5 (1 Page)

ATTACHMENT A-2

SCOPE OF SERVICES – THIRD SERVICE PERIOD

Service Period: Execution of Amendment No. 3 or October 1, 2003 (whichever is later) – September 30, 2004

Specific Contractor Responsibilities:

The Contractor will perform work on the Title V program, and implement the compliance and enforcement aspects of the area source general permitting program, which shall consist of the following elements to the extent that they are reasonably related to the regulation of major stationary and area sources, and to the extent that they are in accordance with the existing General Operating Agreement, Section 403.061, Florida Statutes, and, if applicable, a Specific Operating Agreement.

1. Review and act upon air operating permit applications for Title V sources consistent with the time requirements set by Chapter 62-213, F.A.C.
2. Implement and enforce the terms of any such operating permit. Assume the enforcement lead for violations of federal and state air pollution regulations within the county. The Title V annual emissions fees may be used to pay for costs associated with an enforcement action prior to filing of an administrative or judicial complaint or order. Enter the compliance assurance data for Title V sources in the Air Resources Management System (ARMS) by the 10th of the following month.
3. Conduct compliance assurance activities in conformance with EPA guidance. This will include a full compliance evaluation of every Title V source on a biennial basis. The Title V annual emissions fees may be used to pay for the development and implementation of electronic hardware and software such as EASIR.
4. Prepare, or assist the Department in preparation of, generally applicable regulations or guidance.
5. Perform modeling, analyses and demonstrations for Title V sources.
6. Prepare inventories of pollutant emissions from Title V sources.
7. Distribute information and identify the Department's Division of Air Resources Management as the point contact for Small Business Assistance Program.
8. Account for expenditures in such a way as to enable an audit to ascertain whether the Title V annual emissions fees are used solely to support reasonable direct and indirect costs of the Title V permit program. An audit shall be performed every two (2) years from October 31, 2001; however, an audit may be done at an earlier time. The Contractor shall maintain a cost accumulator system to account for cost by program components such as permitting and compliance.
9. The local program is prohibited from collecting additional fees attributable to such services it performs in the implementation of the Title V program.
10. Title V sources are to submit annual emissions fees and forms directly to the Department's Tallahassee office. The Department shall provide a copy of the completed fee forms to the Contractor if requested.
11. Perform all work related to this program in accordance with guidance issued by the Department's Division of Air Resource Management.
12. Coordinate with the Department in identifying Title V sources and making preliminary determinations of Title V source applicability.

13. Provide at least one (1) FTE of effort responsible for the review and data entry into ARMS of the inventory portion of permit application data and Annual Operating Reports. This includes quality control of the EPSAP-to-ARMS upload process or such other electronic uploads to the current department database that may be in effect at the time and providing technical assistance and training to other staff on ARMS usage.
14. The Contractor shall provide for the implementation and monitoring of Section 62-213.300, F.A.C., Title V General Permits, and shall respond to all complaints and requests for technical assistance concerning the program. The Contractor shall coordinate program activities with the Department and shall comply with the following procedural directives and policies established or provided by Department Headquarters' staff:
 - (a) The Contractor shall during the service period for this Agreement: (1) conduct a compliance inspection of each facility in the county operating with a Title V general permit, (2) conduct follow-up inspections to ensure compliance issues are appropriately resolved, (3) conduct a compliance inspection of any unpermitted facility in the county brought to the attention of the Contractor by the Department or other agency or individual, and (4) conduct, during the normal course of business required in the county under this Agreement and as resources permit, a search for unpermitted facilities and perform a compliance inspection of any such facility. During compliance inspections for each facility, the inspector will obtain all appropriate information to assure the notification and facility information is accurate and appropriately certified by the responsible official. The inspector shall complete the Department approved Compliance Inspection Checklists during each inspection and comply with the corresponding Compliance Inspection Checklist Instruction Sheets.
 - (b) Upon completion of each compliance inspection, the Contractor's compliance inspector shall: (1) complete the Department approved Inspection Summary Report outlining the results of the inspection and shall leave a copy with the facility's responsible official, (2) be responsible for the data entry of inspection results and Annual Compliance Certification Forms/Statements of Compliance into the Area Source General Permit (ASGP) program database, (3) be responsible for the data entry of violations into ARMS, (4) notify the Department's Title V General Permit office in writing or by e-mail of a facility change in the active/inactive status based on the inspection results, and (5) be responsible for submitting notification/registration forms received by the Contractor to the Department within 3 days of receipt.
 - (c) The Department's Title V General Permit office shall be responsible for: (1) maintaining the active/inactive facility status in ARMS, (2) annual emission fee invoicing and fee data input in ARMS, (3) Title V area source permit renewals, and (4) entry of initial notification information into ARMS and ASGP.
 - (d) The Contractor shall comply with the Department's Guidelines For Characterizing Violations. In accordance with the guidelines, the Contractor shall submit to the Title V General Permitting Office no later than the 20th of the following month, compliance plans and associated milestone updates received during the month from each facility in the county, where applicable.

ESTIMATED BUDGET

Direct Salaries	\$436,070
Temporary & Overtime Salaries	14,000
Fringe Benefits	242,498
Travel	9,000
Expenses	19,808

TOTAL \$721,376

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

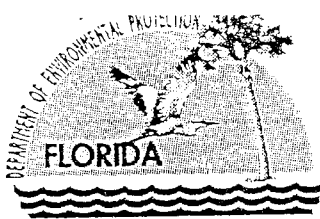
FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

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	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Air Pollution Control Trust Fund - GAA Line Item 1871	2001-2002	37043	Delegated Title V Air Pollution Control Program	\$721,376.00	030000
Amendment No. 1	Air Pollution Control Trust Fund - GAA Line Item 1904	2002-2003	37043	Delegated Title V Air Pollution Control Program	\$721,376.00	030000
Amendment No. 2	Air Pollution Control Trust Fund - GAA Line Item 1904	2002-2003	37043	Delegated Title V Air Pollution Control Program	(\$234,000.00)	030000
Amendment No. 2	Air Pollution Control Trust Fund - GAA Line Item 1734	2003-2004	37043	Delegated Title V Air Pollution Control Program	\$234,000.00	030000
Amendment No. 3	Air Pollution Control Trust Fund - GAA Line Item 1734	2003-2004	37043	Delegated Title V Air Pollution Control Program	\$721,376.00	030000
Total Award					\$2,164,128.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. 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.



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

David B. Struhs
Secretary

September 27, 2001

Mr. Jerry Campbell, P.E., Director
Air Management Division
Environmental Protection Commission of
Hillsborough County
1410 North 21st Street
Tampa, Florida 33605

RE: DEP Contract No. AQ178
Title V Funding

Dear Jerry:

Enclosed are two original of AQ178, Contract for Title V Funding. Please have both original contracts signed by Hillsborough County's authorized representative and send one original back to me. Thank you for your cooperation in preparing this contract, and if you have any questions, please call me at Suncom 291-9505.

RECEIVED
SEP 28 2001

**EPC of HC
AIR MANAGEMENT**

Sincerely,

Patty Adams
Project Manager
Bureau of Air Regulation

/pa

Enclosures

"More Protection, Less Process"

Printed on recycled paper.

AGREEMENT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, whose address is 1410 North 21 Street, Tampa, Florida 33605 (hereinafter referred to as the "Contractor"), a governmental entity, for Title V Funding for Air Pollution Control for Hillsborough County.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor for Air Pollution Control for Hillsborough County as defined in Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Agreement and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. The Contractor shall be responsible for obtaining all applicable local, state and federal permits.
5. This Agreement shall begin upon execution by both parties or October 1, 2001 (whichever date is later) and end September 30, 2004, inclusive. This Agreement may be renewed for up to two additional one-year periods. Renewal of this Agreement shall be in writing and subject to the same terms and conditions of this Agreement. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
6. As consideration for the services rendered by the Contractor under the terms of this Agreement, the Contractor shall be compensated on a cost reimbursement basis up to a maximum of \$721,376 for the first twelve (12) month period of the Agreement ending September 30, 2002. The Department reserves the right to amend this Agreement to provide funding for each additional twelve (12) month period of the Agreement based on satisfactory performance and the availability of funding.
7. The State Comptroller requires detailed supporting documentation of all costs under a cost reimbursement Agreement. In accordance with the Comptroller's Contract Payment Requirements, attached hereto and made a part hereof as Attachment B, the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:
 - A. Salaries/Wages - List personnel involved, salary rates and hours/time spent on project.
 - B. Overhead/Indirect/General and Administrative Costs - 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 the Contractor exceeded the

rates supported by audit, the Contractor 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.

- i. Fringe Benefits - Shall be calculated at 44.38% of direct salaries.
 - ii. Indirect - Shall be calculated at 10% of total direct costs.
 - C. Travel - Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
 - D. Equipment - (Capital outlay over \$1,000 in value) - Reimbursement for the purchase of equipment is not authorized under the terms of this Agreement.
 - E. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.
8. The Contractor shall submit invoices on a monthly basis, in conjunction with progress reports as required herein. 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 invoice must be submitted no later than thirty (30) days after the completion date of this Agreement to assure the availability of funding for final payment.
 9. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
 10. The Contractor shall submit monthly progress reports, which shall be due on the 20th day of the month following the month of services. Each report shall detail the work performed during the report period, work scheduled for the next report period, problems encountered, and planned solutions.
 11. In the event that progress and data reports are not submitted as required herein, the Department reserves the right to withhold payment on all current and future invoices until all deficiencies have been corrected.
 12. 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.
 13. The Department may terminate this Agreement at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 14.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

14. Any and all notices shall be delivered to the parties at the following addresses:

<u>Contractor</u>	<u>Department</u>
Environmental Protection Commission Of Hillsborough County Attn: Jerry Campbell 1410 North 21 Street Tampa, Florida 33605	Florida Department of Environmental Protection Bureau of Air Regulation Attn: Patty Adams 2600 Blair Stone Road, MS#5505 Tallahassee, Florida 32399-2400

15. This Agreement may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor 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), Florida Statutes.
16. A. The Contractor 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 three years following Agreement completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. In addition to the preceding paragraph, the Contractor shall comply with the applicable provisions contained in Attachment C, Special Audit Requirements. A revised copy of Attachment C, Exhibit-1, must be provided to the Contractor with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Contractor in complying with the requirements of Attachment C. If the Contractor fails to receive a revised copy of Attachment C, Exhibit-1, the Contractor shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.
17. The Department's Project Managers are Mr. Clair Fancy and Ms. Patty Adams, Phone (850) 488-1344. The Contractor's Project Manager is Mr. Jerry Campbell, Phone (813) 272-5530. All matters shall be directed to the Project Managers for appropriate action or disposition.
18. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
19. The Contractor 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. 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 brought by the Contractor against the Department hereon or in connection herewith shall be brought in Leon County,

Florida. Any action brought by the Department against the Contractor hereon or in connection herewith shall be brought in Hillsborough County, Florida.

21. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
22. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
23. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
24. 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.
25. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
26. A. The Contractor shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Project Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
27. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor 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 Contractor. 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

Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

28. The Contractor, as an independent contractor and not as an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
29. The purchase of non-expendable personal property or equipment is not authorized under the terms of this Agreement.
30. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require formal amendment to this Agreement.
31. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
32. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Agreement.
33. 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 WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ENVIRONMENTAL PROTECTION
COMMISSION OF HILLSBOROUGH COUNTY

By: [Signature]
Title:*

Date: 9/28/07

1410 North 21 Street
Tampa, Florida 33605

FEID No.: 59-6000661

STATE OF FLORIDA DEPARTMENT
ENVIRONMENTAL PROTECTION

By: [Signature]
Director, Division of Air Resources
Management or designee

Date: 9/27/07

[Signature]
DEP Contract Manager

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

*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 Contractor must accompany the Agreement.

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Scope of Services (2 Pages)
Attachment	B	Comptroller Contract Payment Requirements (1 Page)
Attachment	C	Special Audit Requirements (5 Pages)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT A
SCOPE OF SERVICES

Specific Contractor Responsibilities:

The Contractor will perform work on the Title V program, and implement the compliance and enforcement aspects of the area source general permitting program, which shall consist of the following elements to the extent that they are reasonably related to the regulation of major stationary and area sources, and to the extent that they are in accordance with the existing General Operating Agreement, Section 403.061, Florida Statutes, and, if applicable, a Specific Operating Agreement.

1. Review and act upon air operating permit applications for Title V sources consistent with the time requirements set by Chapter 62-213, F.A.C.
2. Implement and enforce the terms of any such operating permit. Assume the enforcement lead for violations of federal and state air pollution regulations within the county. The Title V annual emissions fees may be used to pay for costs associated with an enforcement action prior to filing of an administrative or judicial complaint or order. Enter the compliance assurance data for Title V sources in the Air Resources Management System (ARMS) by the 10th of the following month.
3. Conduct compliance assurance activities in conformance with EPA guidance. This will include a full compliance evaluation of every Title V source on a biennial basis.
4. Prepare, or assist the Department in preparation of, generally applicable regulations or guidance.
5. Perform modeling, analyses and demonstrations for Title V sources.
6. Prepare inventories of pollutant emissions from Title V sources.
7. Distribute information and identify the Department's Division of Air Resources Management as the point contact for Small Business Assistance Program.
8. Account for expenditures in such a way as to enable an audit to ascertain whether the Title V annual emissions fees are used solely to support reasonable direct and indirect costs of the Title V permit program. The first audit shall be performed two (2) years after the USEPA has given full approval to the Department's program; however, an audit may be done at an earlier time. The Contractor shall maintain a cost accumulator system to account for cost by program components such as permitting and compliance.
9. The local program is prohibited from collecting additional fees attributable to such services it performs in the implementation of the Title V program.
10. Title V sources are to submit annual emissions fees and forms directly to the Department's Tallahassee office. The Department shall provide a copy of the completed fee forms to the Contractor if requested.
11. Perform all work related to this program in accordance with guidance issued by the Department's Division of Air Resources Management.
12. Coordinate with the Department in identifying Title V sources and making preliminary determinations of Title V source applicability.

13. Provide at least one (1) FTE of effort responsible for the review and data entry into ARMS of the inventory portion of permit application data and Annual Operating Reports. This includes quality control of the EARS-to-ARMS upload process or such other electronic uploads to the current department database that may be in effect at the time and providing technical assistance and training to other staff on ARMS usage.
14. The Contractor shall provide for the implementation and monitoring of Section 62-213.300, F.A.C., Title V General Permits, and shall respond to all complaints and requests for technical assistance concerning the program. The Contractor shall coordinate program activities with the Department and shall comply with the following procedural directives and policies established or provided by Department Headquarters' staff:
 - (a) The Contractor shall during the service period for this Agreement: (1) conduct a compliance inspection of each facility in the county operating with a Title V general permit, (2) conduct follow-up inspections to ensure compliance issues are appropriately resolved, (3) conduct a compliance inspection of any unpermitted facility in the county brought to the attention of the Contractor by the Department or other agency or individual, and (4) conduct, during the normal course of business required in the county under this Agreement and as resources permit, a search for unpermitted facilities and perform a compliance inspection of any such facility. During compliance inspections for each facility, the inspector will obtain all appropriate information to assure the notification and facility information is accurate and appropriately certified by the responsible official. The inspector shall complete the Department approved Compliance Inspection Checklists during each inspection and comply with the corresponding Compliance Inspection Checklist Instruction Sheets. If such checklists are electronically automated, then that will substitute for the paper.
 - (b) Upon completion of each compliance inspection, the Contractor's compliance inspector shall: (1) complete the Department approved Inspection Summary Report outlining the results of the inspection and shall leave a copy with the facility's responsible official, (2) be responsible for the data entry of inspection results and Annual Compliance Certification Forms/Statements of Compliance into the Area Source General Permit (ASGP) program database, (3) be responsible for the data entry of violations into ARMS, and (4) notify the Department's Title V General Permit office in writing or by e-mail of a facility change in the active/inactive status based on the inspection results.
 - (c) The Department's Title V General Permit office shall be responsible for: (1) maintaining the active/inactive facility status in ARMS, (2) annual emission fee invoicing and fee data input in ARMS, and (3) Title V area source permit renewals.
 - (d) The Contractor shall comply with the Department's Guidelines For Characterizing Violations. In accordance with the guidelines, the Contractor shall submit to the Title V General Permitting Office no later than the 20th of the following month, compliance plans and associated milestone updates received during the month from each facility in the county, where applicable.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing Manual (10/07/97) *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 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.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

The administration of funds 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 section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, 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 Comptroller 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 \$300,000 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 agreement 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 funds 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 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 \$300,000 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 \$300,000 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 funds (i.e., the cost of such an audit must be paid from recipient funds 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://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 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 Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
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 reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State awards 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 \$300,000 in State awards 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 non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the website for the Governor's Office of Planning and Budget located at <http://www.eog.state.fl.us/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed by the State agency that are solely a matter of that State agency'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).)

PART IV: REPORT SUBMISSION

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement 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 each of the following addresses:

Patty Adams, Project Manager
Florida Department of Environmental Protection
Bureau of Air Regulation
2600 Blair Stone Road, MS#5500
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

- 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

- 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 each of the following addresses:

Patty Adams, Project Manager
Florida Department of Environmental Protection
Bureau of Air Regulation
2600 Blair Stone Road, MS#5500
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

3. Copies of reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

Patty Adams, Project Manager
Florida Department of Environmental Protection
Bureau of Air Regulation
2600 Blair Stone Road, MS#5500
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

Patty Adams, Project Manager
Florida Department of Environmental Protection
Bureau of Air Regulation
2600 Blair Stone Road, MS#5500
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

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, and Chapter 10.600, Rules of the Auditor General, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 3 years from the date the audit report is issued, and shall allow the Department of Environmental Protection or its designee, 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, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds 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 Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Air Pollution Control Trust Fund	01-02	37043	Delegated Title V Air Pollution Control Program	\$721,376.00	030000
Total Award					\$721,376.00	

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<http://www.eog.state.fl.us/>]. 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.

AGREEMENT NO. S0169

DRAFT

PURSUANT TO LINE

15 +
Covey

A
E
GENERAL APPROPRIATIONS ACT

THIS AGREEMENT IS ENVIRONMENTAL PROTECTION (hereinafter referred to as the COMMISSIONERS, whose address is Environmental Protection Commission of Hillsborough County, 1900 Ninth Avenue, Tampa, Florida 33605 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide funding for the Ambient Air Quality Monitoring Project in Hillsborough County.

STATE OF FLORIDA DEPARTMENT OF REVENUE, 1700 South Florida Avenue, Tallahassee, Florida 32399-3000 HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS, 1900 Ninth Avenue, Tampa, Florida 33605

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin October 1, 2004 and shall remain in effect until June 30, 2007, inclusive. 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 \$227,363 for the first period of service beginning October 1, 2004 and ending June 30, 2005. Funding for each additional period of service shall be added to the Agreement by formal amendment. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. 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 Project 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 receipt and acceptance of a properly completed Attachment B, Payment Request Summary Form. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.
 C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 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 www.dbf.state.fl.us/audit/reference_guide.
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.

DRAFT

5.
 - A. The Grantee shall submit monthly invoices. The Department's Grant Manager shall have ten (10) calendar days to review the invoices submitted by the Grantee.
 - B. The Grantee shall transmit unverified ambient data to the Department's ambient air quality central database within twenty (20) days after the end of the month in which they were recorded or within thirty (30) days for verified data. Verification of the ambient data, on a quarterly basis, shall be made within fifty (50) days after the end of the quarter in which they were recorded.
 - C. In the event that the data reports are not submitted as required herein, the Department reserves the right to withhold payment of current and future invoices until all deficiencies have been corrected.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in Attachment C, Special Audit Requirements. A revised copy of Attachment C, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment C, Special Audit Requirements. If the Grantee fails to receive a revised copy of Attachment C, 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.
11.
 - A. The Grantee shall not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
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.

DRAFT

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

Richard Arbes	
Florida Department of Environmental Protection	
Division of Air Resource Management	
2600 Blair Stone Road, MS 5510	
Tallahassee, Florida 32399-2400	
Telephone No.:	850/921-9566
SunCom No.:	291-9566
Fax No.:	850/414-2280
SunCom Fax No.:	994-2280
E-mail Address:	dick.arbes@dep.state.fl.us

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

Thomas Tamanini	
Environmental Protection Commission	
of Hillsborough County	
1900 Ninth Avenue	
Jacksonville, Florida 33605	
Telephone No.:	813/272-5955 Ext 1256
SunCom No.:	543-5530
Fax No.:	813/272-5605
E-mail Address:	tamanini@epcjanus.epchc.org

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment D, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

DRAFT

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
21. All work performed under this Agreement by the Grantee shall be in accordance with the Department's Division of Air Resource Management's State-Wide Quality Assurance Air Program Plan, 40 CFR, Part 58; EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, EPA/600/R-94/038a, Volume I: A Field Guide to Environmental Quality Assurance, dated April 1994; EPA's Handbook for Air Pollution Measurement Systems, EPA/600/R-94/038b, Volume II: Ambient Air Specific Methods, dated April 1994; EPA's Handbook for Air Pollution Measurement Systems, EPA/600/R-94/038d, Volume IV: Meteorological Measurements, dated April 1994; and the Department/EPA approved Standard Operating Procedures which address all instrumentation utilized in the Grantee's ambient air monitoring program.
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 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

DRAFT

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

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title*: _____

By: _____
Secretary or designee

Date: _____

Date: _____

Richard Arbes, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000661

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form and Instructions (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Property Reporting Form (1 Page)</u>

DRAFT

DRAFT**ATTACHMENT A
GRANT WORK PLAN**

First Service Period beginning October 1, 2004 and ending June 30, 2005

Specific Grantee Responsibilities:

1. The Grantee will operate an ambient air quality monitoring network within Hillsborough County which consists of certain monitors designated as State/Local Air Monitoring Stations (SLAMS) and National Air Monitoring Stations (NAMS) for particulates (PM₁₀), lead, carbon monoxide, sulfur dioxide, ozone and nitrogen dioxide. The Grantee may also operate an air toxics monitoring program within Hillsborough County.
2. Specific activities associated with the network described in Paragraph 1 of this Attachment include: network design, management, equipment procurement, preparation, installation, operation, calibration, and maintenance requirements; reporting of data to the Department's central air quality database in accordance with Paragraph 5 of this Agreement; production of equipment standard operating procedures; software development; production of required reports; air monitoring contract development and management; and ambient air statistical and descriptive data analysis work. In addition, the Grantee shall create an archive in electronic form of all records relating to the support and operation of each monitoring site (including, but not limited to, calibration, maintenance and daily operations documentation, calibration standards, calibrator certifications, and quality control and quality assurance documentation) and the ambient air quality monitoring data produced at that site. These archived records will be closed and consolidated within sixty (60) days after the end of each calendar year, ensuring that they cover the entire calendar year of data production. These archived records will be stored in a secure and central location, not located at the monitoring site. The normal hard copy records related to the monitoring program will also continue to be maintained in accordance with established EPA and DEP practices. The Grantee shall maintain a cost accumulator system to account for the monitoring program component.
3. The Grantee will calculate and provide to the public and media the Air Quality Index for Hillsborough County a minimum of 5 days each week according to 40 CFR, Part 58, Appendix G or other applicable EPA guidance.
4. The Grantee will attend the State Annual Air Program Meeting, and upon request, any additional in-state meetings which deal with ambient air monitoring.
5. The Grantee will provide the full time services of an air monitoring specialist(s) with an electronic/mechanical background to operate, calibrate and maintain the ambient air monitoring network, including any electronic uploads to the current Department database as may be in effect at the time.
6. The Grantee shall be compensated on a cost reimbursement basis up to a maximum of \$227,363 for the first service period beginning October 1, 2004 and ending June 30, 2005.
7. The Grantee is authorized to purchase: one TEOM Monitor and one Trace Level CO Monitor. Any additional equipment items (costing \$1,000.00 or more) needed by the Grantee must be authorized by the Department's Project Manager, in writing, prior to purchase.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

DRAFT

ESTIMATED BUDGET

Salaries ¹	\$118,884
Fringe Benefits ²	\$ 65,386
Equipment ³	\$ 26,924
Expenses ⁴	\$ 11,669
Travel ⁵	\$ 4,500
TOTAL	\$227,363

¹Salaries include the work of an Environmental Manager, Environmental Specialists and Electronic Technicians.

²Fringe Benefits are calculated at 55% of direct salaries and include the County's portion of Social Security Taxes, contributions toward employee retirement, Workmen's Compensation, Employee Life Insurance, Employee Health Care, County's cost of Disability Insurance, County's contribution to Deferred Compensation, County's Cafeteria Plan, Longevity, and contribution to employee leave.

³Equipment includes the approved purchase of one R&P TEOM Continuous PM₁₀/PM_{2.5} sampler and one Trace Level Carbon Monoxide Analyzer.

⁴Expenses include normal operation and maintenance costs related to the day-to-day operation of the ambient monitoring network to include parts and expendable supplies necessary to maintain the air quality monitors and related peripheral equipment. It also includes vehicle maintenance and fuel charges necessary to support the monitoring operations.

⁵Travel includes costs of staff attendance at mandated DEP and EPA workshops and training courses necessary to maintain currency in the operation of the ambient air quality monitoring network. It does not include cost of the day-to-day travel necessary to the operation of the monitoring network.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Hillsborough County Board of
County Commissioners

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: S0169

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

PERFORMANCE PERIOD: _____

AMOUNT REQUESTED: \$ _____

PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	N/A	N/A
Fringe Benefits	\$	\$	N/A	N/A
Travel (if authorized)	\$	\$	N/A	N/A
Subcontracting:				
Planning	\$	\$	N/A	N/A
Design	\$	\$	N/A	N/A
Construction	\$	\$	N/A	N/A
Construction Related Costs	\$	\$	N/A	N/A
Equipment Purchases	\$	\$	N/A	N/A
Supplies/Other Expenses	\$	\$	N/A	N/A
Land	N/A	N/A	N/A	N/A
Indirect	\$	\$	N/A	N/A
TOTALS	\$	\$	N/A	N/A
AGREEMENT AMOUNT	\$		N/A	
Less Total Cumulative Payments of:	\$		N/A	
TOTAL REMAINING IN GRANT	\$		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
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

AMOUNT REQUESTED: This should match the amount on the "TOTAL 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.

PERCENT MATCHING REQUIRED: Enter your match requirement here

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period. This must be by 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 "TOTALS" line. Enter the budget amount on the "AGREEMENT 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 "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTALS" line for this column. Enter the match budget amount on the "AGREEMENT 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 "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C 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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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 Agreement 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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 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 Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement 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)(d), 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 \$300,000 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 \$300,000 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 <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <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(7)(m), 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
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- 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

- 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 the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- 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

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
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 - GAA Line Item 1806	2004-2005	37042	Ambient Air Monitoring Agreement	\$227,363.00	030000
Total Award					\$227,363.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) (<http://12.46.245.173/efda/cfda.html>) and/or the Florida Catalog of State Financial Assistance (CSFA) (<http://state.fl.us/fsaa/catalog/>). The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT D

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0169
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR: _____ Date: _____

Grantee's/Contractor's Project Manager: _____

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: _____

DEP CONTRACT MANAGER SIGNATURE: _____ Date: _____

MAINTAIN THIS EQUIPMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract

AGENDA ITEM COVER SHEET

Date: September 9, 2004

Consent Agenda Item: Ford Amphitheater Update

Description Summary:

On August 27th, EPC's Executive Director issued an administrative enforcement order to the operators of the Ford Amphitheater, Clear Channel Communications, and the site owner, the Florida State Fair Authority. The Agency had recorded numerous violations of EPC's noise standards resulting from concerts at the amphitheater. This adversely affected neighborhoods around the fairgrounds and as far away as Temple Terrace. Over seventy complaints were registered at the EPC from the August performances alone.

The EPC's order requires both cited parties to cease the noise violations and to take corrective actions. This includes the addition of sound barriers, volume control and restricting the concert hours. It also requires them to cease contracting with additional performances until a permanent fix is in place.

Staff is continuing to meet with Clear Channel and to monitor concerts. The purpose of this presentation is to provide an update on this matter.

Commission Action Recommended:

Accept the briefing and provide guidance as necessary.

Commission Action Taken:

For Immediate Release

August 27, 2004

NEWS BRIEF

***EPC Issues Administrative Enforcement Order
to Clear Channel and Florida State Fair Authority
for Continuing Violations of the EPC's Noise Rule***

Tampa, FL – On August 27, 2004, the Environmental Protection Commission of Hillsborough County (EPC) issued Clear Channel and the Florida State Fair Authority an Administrative Enforcement Order for violations of the EPC's noise rule during recent concerts at the Ford Amphitheater.

Clear Channel operates the Ford Amphitheater which is located at the Florida State Fairgrounds in east Tampa. This recently completed outdoor venue has hosted a variety of musical performances since its opening in July. Despite their efforts to contain the noise at the facility, Clear Channel continues to cause noise violations that impact surrounding residential properties. To date, the EPC has received over 70 citizen complaints.

The concerts on August 18th and August 24th violated the EPC's standards in at least three different residential neighborhoods. Consequently, EPC's Executive Director, Dr. Richard Garrity, issued an Administrative Order. This Order specifies immediate corrective actions to minimize the existing nuisance, and requires a plan for a permanent fix to comply with all noise standards. EPC is taking this action to ensure compliance with noise level limits in EPC Rules, which are intended to protect citizens from excessive noise.

CONTACT PERSON:

Jerry Campbell ext. 1253
Richard Tschantz ext. 1056

(813) 272-5960

#####

AGENDA ITEM COVER SHEET

Date: August 27, 2004

Agenda Item: Canal & Access Channel Dredging – Environmental Considerations

Description/Summary:

Hillsborough County's Public Works Department is currently working on the development of a County Dredging & Disposal plan to address navigational dredging in canals, access channels and potentially other water-bodies in waters of the county. During the Environmental Protection Commission meeting on July 22nd, 2004 this subject was briefly discussed and EPC staff was directed to participate in this planning process including planned community meetings that will introduce the County's approach to dredging and spoil disposal to the affected residents and associated homeowner associations.

A number of environmental issues that will affect the County's dredging plan and directly affect the feasibility and cost of dredging include but are not limited to the following:

- ❖ Water Quality during Dredging
- ❖ Odors from Dredge Spoils and Contamination from Dewatering
- ❖ Potential Impacts to Resources including: seagrasses, oyster beds, mangroves
- ❖ Sediment Quality and Special Spoil Handling Requirements

Manatee and Sarasota County governments have developed dredging plans during the past 10 years and the successes of those programs are relevant to the development and structure of the Hillsborough County plan.

Some of the major issues related to environmental concerns and a discussion of the important components of neighboring county plans is provided here for informational purposes.

Commission Action Recommended:

None - Information only.