# Memorandum

MIAMI-DADE COUNTY

**Date:** June 21, 2016

**To:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 3(B)(3)

**From:** Carlos A. Gimenez
Mayor

**Subject:** Resolution Authorizing the County Mayor to Apply for, Receive and Expend Hazardous Site Analysis Grant Funds in the Amount of $32,402.00 from the State of Florida's Division of Emergency Management During the State of Florida's Fiscal Year 2016-17

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## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to apply for, receive and expend $32,402.00 in new grant funds from the State of Florida's Division of Emergency Management during the State of Florida's Fiscal Year 2016-17, which commences July 1, 2016 through June 30, 2017.

## SCOPE

The grant will provide countywide services.

## FISCAL IMPACT

This grant will provide $32,402.00 in state funds for hazardous site analysis in Fiscal Year 2016-17. The grant does not require any matching or in-kind funds. The funding source is the State of Florida's Division of Emergency Management.

## TRACK RECORD/MONITOR

The grant award will be monitored by Lisset Elliott, Grants Manager, Miami-Dade Fire Rescue Department.

## BACKGROUND

Each year, Division of Emergency Management appropriates funds to counties for conducting site specific hazard analysis and hazardous material management activities.

This is a fixed fee, performance-based grant agreement with a corresponding scope of work, schedule of deliverables and payments.

Russell Benford
Deputy Mayor

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** June 21, 2016

**FROM:** Abigail Price-Williams
County Attorney

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

**Please note any items checked.**

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 3(B)(3)

6-21-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND UP TO $32,402.00 IN GRANT FUNDS FROM THE STATE OF FLORIDA'S DIVISION OF EMERGENCY MANAGEMENT, TO CONDUCT SITE SPECIFIC HAZARD ANALYSIS AND HAZARDOUS MATERIAL MANAGEMENT ACTIVITIES IN THE STATE OF FLORIDA'S FISCAL YEAR 2016-2017; TO EXECUTE THE GRANT AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED; TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS GRANT DURING THE CURRENT STATE OF FLORIDA'S FISCAL YEAR 2016-17, INCLUDING EXECUTING ANY NECESSARY AGREEMENTS; AND TO EXECUTE AND EXERCISE ANY RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Mayor or County Mayor's designee action to apply for, receive, and expend Hazardous Site Analysis Grant funds in the amount of up to $32,402.00 from the State of Florida's Division of Emergency Management, for conducting site specific hazard analysis and hazardous material management activities; to execute the grant agreement in substantially the form attached as Exhibit A; to apply for, receive and expend future additional funds should they become available through the grant program, including executing any necessary agreements following approval by the County Attorney's Office as to legal sufficiency; and to exercise and execute any renewal and cancellation provisions contained therein. A stipulation of the grant is that funds received will not be used to supplant current fire-rescue expenditures.

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

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

| | |
|---|---|
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

Contract Number:17-CP-11-11-23-01-XXX

**STATE-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Miami-Dade County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or July 1, 2016, whichever is later, and shall end June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a

period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial

assistance, including State funds received from the Division, 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, the cost of the audit must be paid from the nonstate 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). Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R. Part 200 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.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.



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(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in

this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Paul Wotherspoon
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-413-9913, Cell: 850-528-8975
Fax: 850-488-6250
Email: paul.wotherspoon@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Scott Mendelsberg
9300 NW 41 Street
Doral, Florida 33178
Telephone: 786-331-5124
Fax: 786-331-5125
Email: swim@miamidade.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget, Scope of Work, and Deliverables

Attachment B – Program Statutes and Regulations

Attachment C – 302 Facility List

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H -- Statement of Assurances

Attachment I – Facility Checklist and CAMEO Guide

Attachment J – Site Visit and Certification Form

Attachment K – Statement of Determination

Attachment L – Hazards Analysis Review Criteria

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement, in an amount not to exceed $32,402.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

Miami-Dade County

By:_____

Name and title: _____

Date:_____

FID# _____

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

By:_____

Name and Title: Jonathan Lord, Deputy Director, Florida Division of Emergency Management

Date:_____

**EXHIBIT – 1**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.
Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -

$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Hazardous Materials Planning & Prevention Program

Catalog of State Financial Assistance number: 31.067

$32,402.00 (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## Attachment A

## Budget

**Subgrantee: Miami-Dade County** **Contract Number: 17-CP-11-11-23-01-XXX**

1. First Payment (45% of contract amount) $_____
   (50% Hazards Analyses submitted and approved)

2. Second Payment (45% of contract amount) $_____
   (50% Hazards Analyses submitted and approved)

3. Final Payment(10% of contract amount) $_____
   (approval, distribution & notification)

TOTAL AMOUNT $_____

# Attachment A
# DELIVERABLES AND PERFORMANCE

| Deliverable # | Deliverables | Minimum Performance | Price | Financial Consequences |
|---|---|---|---|---|
| 1 | Within 30 days of receipt of the executed contract submit electronically, 3 sample CAMEO hazard analyses chosen from facilities identified in Attachment C. Must be in compliance with Section C of the Scope of Work. DEM will review the sample and provide constructive feedback within 10 business days. | 1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. | No payment | |
| 2 | Not later than November 1, 2016 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files. | 1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work.<br>2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries. | 45 % of Contract Amount | Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files after initial review. |
| 3 | Not later than March 1, 2017 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files. | 1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work.<br>2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries. | 45 % of Contract Amount | Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files |
| 4 | 1. Not later than May 15, 2017 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with transmittal. Notify first responders and Attachment C facilities of the availability of the file. Provide DEM with transmittal. | 1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter.<br>2. Notify all Attachment C facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division. | 10% of the contract amount | Payment will not be made without required transmittal and notification letters/E-mails. |

## Attachment A
## SCOPE OF WORK

### Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of DEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 28 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation.

At the local level, each of Florida's 67 counties performs a hazards analysis (county may elect to contract to the RPC or qualified vendor). The county hazards analysis is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA and encompasses; identification of facilities and transportation routes of extremely hazards substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The recipient shall update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

### Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment C. The primary guidance documents are Attachment I (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; **https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances**. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.

C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's **CAMEO*fm* version 3.2 (download from): http://www.epa.gov/cameo/cameo-software**. Each facility hazards analysis shall include, but is not limited to, the following items:

1. Facility Information (**CAMEO*fm* Facility Page**)

   (a) Enter the facility name (per Attachment C) in the Facility Name field.

   (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.

   (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.

   (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)

   (e) Enter the Facility phone number in the Facility Phones tab field.

   (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.

   (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.

   (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.

   (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 follow-up report submitted to the LEPC. If it is determined that a facility has not have an accident, that shall be noted.

2. Hazard Identification (**CAMEO*fm* Chemical in Inventory Page**)

   (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.

(b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.

(c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab **(this is the release amount used to determine the Vulnerable Zone).**

(d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.

(e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)

3. Vulnerability Analysis (**CAMEO*fm* Scenario Page**)

(a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.

(b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.

(c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
   (1) Gases – 10 minutes
   (2) Powders or solids in solution – 10 minutes
   (3) Liquids – No value shall be entered

(d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in CAMEO*fm* Chemicals)

(e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.

(f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).

(g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO*fm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.

(h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census dat.

This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the **CAMEO*fm*** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP)

(i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape filed has been loaded. Critical facilities files are available for downloading from the Florida Division of Emergency Management CAMEO data portal. If using this method upload the map data image to the **CAMEO*fm*** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF)

D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analyses are conducted..

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment J) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or contacted.**

(a) **On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.**

(1) For facilities listed on Attachment C that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment J) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

(2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous

substance above TPQ. **Nothing additional is required to be changed or updated in CAMEO*fm* for Sulfuric Acid (Battery) Exemption facilities.**

(3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable **CAMEO*fm* pages and tabs** and submit a completed on-site visit form (Attachment J) to the Division.

(4) A list of the facilities using the Sulfuric Acid (Battery) Exception must be included with deliverable submittals.

3. **For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEO*fm* Facilities Page.** (file name must contain at minimum the SERC number if applicable and SP -- if SERC number is not available facility name and SP -- additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:

   (a) Location of major building(s)

   (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.

   (c) Name and location of street(s) in immediate vicinity, minimum of one cross street and street facility is located on.

   (d) Identify pertinent access and egress point(s)

   (e) Note any additional features pertinent to hazmat and medical response

F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

## Attachment B

## Program Statutes and Regulations

1. Emergency Planning and Community Right to Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA).
2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

| SERC # | Facility Name / Address | County | EHS Chemical | Contact Number |
|---|---|---|---|---|
| 455 | A A R Landing Gear Center<br>9371 Northwest 100 Street<br>Miami, 33178 | Miami-Dade | Sulfuric Acid | Aristides Pojuan<br>786-337-4241 |
| 24089 | Airgas USA, LLC - Doral (Miami) SO23 & SO84<br>9030 NW 58th St<br>Doral, 33178-1608 | Miami-Dade | Sulfuric Acid | Jeff Campbell<br>770-590-6039 |
| 8247 | Allied Plating Supplies<br>5000 East 10 Court<br>Hialeah, 33013 | Miami-Dade | Potassium Cyanide | John Franzosa<br>305-336-2306 |
| 39469 | Amazon Fulfillment Center - MIA5<br>1900 Northwest 132 Place<br>Miami, 33182 | Miami-Dade | Sulfuric Acid | Malsha Reed<br>305-606-8074 |
| 38416 | Anixter Inc - Medley<br>10051 Northwest 99 Avenue<br>Medley, 33178 | Miami-Dade | Sulfuric Acid | Josea Hernandez<br>305 632 2735 |
| 26193 | AT&T - FL2880<br>460 NE 215th St.<br>Miami, 33179-0000 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 502 | AT&T - FLG590<br>13 NW 6th St<br>Miami, 33136-4103 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 791 | B D Bio Sciences<br>50 Northwest 176 Street<br>Miami, 33169 | Miami-Dade | Sulfuric Acid | Doron Duetsch<br>813-944-7646 |
| 28789 | Bank of America - South Region TPC<br>17100 Northwest 59 Avenue<br>Hialeah, 33015 | Miami-Dade | Sulfuric Acid | Fred Pollack<br>305-825-6403 |
| 5770 | Battery Sales<br>12275 Northeast 13 Ave<br>North Miami, 33161 | Miami-Dade | Sulfuric Acid | David Good<br>786-412-5840 |

| | | | | |
|---|---|---|---|---|
| | BellSouth - M0995<br>100 North Biscayne Blvd - New World Tower<br>Miami, 33132 | Miami-Dade | Sulfuric Acid | Michael Perry<br>214-464-2626 |
| 5285 | BellSouth - M2506<br>6100 South W, 57th Ave<br>Miami, 33143 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5286 | BellSouth - M2521<br>2010 SW 17 Ave<br>Miami, 33145 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5287 | BellSouth - M2523<br>115 Alhambra Circle<br>Miami, 33134 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5288 | BellSouth - M2609<br>14475 SW 264th St<br>Homestead, 33032-7418 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5289 | BellSouth - M2625<br>75 NE Civic Court<br>Homestead, 33030 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5293 | BellSouth - M2650<br>16645 S Federal Hwy<br>Perrine, 33157-3442 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 22282 | BellSouth - M3906<br>9405 Old Dixie Hwy<br>Miami, 33131 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 18930 | BellSouth - M6068<br>2301 SW 100 Ave<br>Miami, 33165 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 30549 | BellSouth - M6077<br>600 NW 79 Ave<br>Miami, 33126 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5295 | BellSouth - M6104<br>2615 NW 79 Street<br>Miami, 33147 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |

| | | | | |
|---|---|---|---|---|
| 5296 | BellSouth - M6121<br>9056 NW 41st Street<br>Miami, 33178-2408 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5297 | BellSouth - M6123<br>25 Nahkoda Dr<br>Miami Springs, 33166-4459 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5298 | BellSouth - M6204<br>6800 Harding Ave<br>Miami Beach, 33141 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5299 | BellSouth - M6216<br>1550 Lenox Ave<br>Miami Beach, 33139 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5300 | BellSouth - M6307<br>1360 NE 127 ST<br>Miami, 33161 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5301 | BellSouth - M6316<br>8451 NE 1st Ave<br>Miami, 33138 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5302 | BellSouth - M6506<br>18400 NE 5th Ave<br>Miami, 33179-4539 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5303 | BellSouth - M6513<br>19251 NE 26th Ave<br>Miami, 33180 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5304 | BellSouth - M6517<br>18560 NW 27 Ave<br>Miami Gardens, 33056 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5305 | BellSouth - M6518<br>2100 NE 164 Street<br>Miami, 33162 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5306 | BellSouth - M6601<br>2470 NW 38 St<br>Miami, 33142 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |

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| 5307 | BellSouth - M6603<br>5275 NW 36 St<br>Miami, 33166 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5308 | BellSouth - M6606<br>2105 West Flagler St<br>Miami, 33125 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5309 | BellSouth - M6612<br>1380 NW 21 St<br>Miami, 33142 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5310 | BellSouth - M6701<br>2660 East Superior St<br>Opa Locka, 33054 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5311 | BellSouth - M6702<br>1245 W 69 St<br>Hialeah, 33014 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 18929 | BellSouth - ME036<br>444 NW 79th Ave<br>Miami, 33126 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5282 | BellSouth - ME037<br>45 NW 5 St<br>Miami, 33128 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 22268 | BellSouth - ME039<br>10701 SW 88 St<br>Miami, 33173 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5283 | BellSouth - ME172<br>1155 SW 67 Ave<br>Miami, 33144 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5281 | BellSouth - ME251<br>251 NW 29 St<br>Miami, 33127 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |
| 5284 | BellSouth - ME277<br>15000 N Kendall Dr<br>Miami, 33196-1304 | Miami-Dade | Sulfuric Acid | Sara Buford<br>904-614-5041 |

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| 517 | Beverage Corporation International-Shasta Beverages<br>3550 Northwest 110 St<br>Miami, 33167 | Miami-Dade | Ammonia (anhydrous | Janell Bellinger<br>305-714-7091 |
| 32210 | Biltmore Hotel<br>1200 Anastasia Avenue<br>Coral Gables, 33134 | Miami-Dade | Sulfuric Acid | Edmundo Perez<br>305-445-1926 |
| 750 | Borden Dairy of Florida - Miami<br>501 Northeast 181 St<br>Miami, 33162-1067 | Miami-Dade | Ammonia (anhydrous | Jennifer Schmidt<br>863-297-7300 |
| 39405 | Brooks Equipment Co - WH 27<br>20279 Northeast 15 Court<br>Miami, 33179 | Miami-Dade | Sulfuric Acid | Chuck Kimball<br>704-916-3445 |
| 36748 | Carlsam-Samuel Meisel<br>10900 NW 27th St<br>Doral, 33172 | Miami-Dade | Sulfuric Acid | Gary Grimes<br>305-591-3993 |
| 7203 | City of Florida City - WTP<br>461 Northwest 6 Ave<br>Florida City, 33034 | Miami-Dade | Chlorine | Jose Delgado<br>305-248-6855 |
| 39411 | City of Hialeah - RO WTP<br>4350 West 114 Terrace<br>Hialeah, 33018 | Miami-Dade | Sulfuric Acid | James Bennett<br>305-556-7205 |
| 538 | City of Homestead-Station 5/Harris Field<br>400 Northeast 12 Avenue<br>Homestead, 33030 | Miami-Dade | Chlorine | Steve Anderson<br>305-224-4790 |
| 539 | City of Homestead-Station 6/Harris Field<br>1034 Northeast 8 Street<br>Homestead, 33030 | Miami-Dade | Chlorine | Steve Anderson<br>305-224-4790 |
| 540 | City of Homestead-Wittkop Park<br>505 Northwest 9 Street<br>Homestead, 33030 | Miami-Dade | Chlorine | Steve Anderson<br>305-224-4790 |
| 35074 | Coca-Cola Refreshments USA Inc-Miami<br>16569 Southwest 117 Ave<br>Miami, 33177 | Miami-Dade | Sulfuric Acid | Jason Hinspeter<br>305-213-6392 |

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| 32265 | Combined Services<br>2358 Northwest 22 Street<br>Opa Locka, 33054 | Miami-Dade | Hydrogen Peroxide | David Graumlich<br>305-685-7219 |
| 31438 | Comcast of Greater FL/GA, Inc. (FEIN: 59-1362524)-<br>9825 SW 72nd St<br>9825 SW 72nd St<br>Miami, 33173 | Miami-Dade | Sulfuric Acid | Heidi Jordan<br>720-851-2862 |
| 35584 | CoreSite Real Estate 2115 NW 22nd Street LLC<br>2115 Northwest 22 Street<br>Miami, 33142 | Miami-Dade | Sulfuric Acid | Jose Ortiz<br>917-943-6854 |
| 36407 | Costco Wholesale (1023)<br>13450 SW 120th St<br>Kendall, 33186 | Miami-Dade | Sulfuric Acid | Dale Anderson<br>425-313-8345 |
| 39432 | Crown Castle - 812178 - FFHX BRA113<br>2275 Southwest 87 Avenue<br>Miami, 33155 | Miami-Dade | Sulfuric Acid | Christine Verre<br>336-643-2524 |
| 20853 | Crown Castle - 812269 - GHWT BRA245<br>10823 Northwest 14 Street<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | Christine Verre<br>336-643-2524 |
| 30575 | Crown Castle - 812271 - GMWP BRA244<br>8201 Northwest 93 Street<br>Medley, 33166 | Miami-Dade | Sulfuric Acid | Christine Verre<br>336-643-2524 |
| 30577 | Crown Castle - 812366 - HJXO BRA022<br>5602 Southwest 135 Avenue - Suite 111<br>Miami, 33182 | Miami-Dade | Sulfuric Acid | Christine Verre<br>336-643-2524 |
| 36460 | CV Miami 74th Street<br>3400 Northwest 74 Avenue<br>Miami, 33126 | Miami-Dade | Ammonia (anhydrous | Soribe Urdaneta<br>786-325-5517 |
| 39531 | CVS Pharmacy - Navarro DC<br>9400 Northwest 104 Street Medley,<br>33178 | Miami-Dade | Sulfuric Acid | Narciso Lopez<br>305-633-3000 |
| 31766 | Delta Air Lines Inc - MIA<br>Miami International Airport - Concourse H Miami,<br>33122 | Miami-Dade | Sulfuric Acid | Daryl Lynem<br>305-877-7843 |

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| 5772 | Don Greene Poultry<br>12701 Northwest 38 Ave<br>Opa Locka, 33054 | Miami-Dade | Ammonia (anhydrous | Ivan Prada<br>305-772-9017 |
| 20916 | Doral Golf Resort and Spa<br>8930 Northwest 58 Street<br>Miami, 33178 | Miami-Dade | Sulfuric Acid | Darrin Helfrick<br>305-218-7319 |
| 33562 | Doral Golf Resort and Spa-Miami<br>4801 Northwest 107 Avenue<br>Miami, 33178 | Miami-Dade | Sulfuric Acid | Darrin Helfrick<br>305-218-7319 |
| 711 | Dr Pepper Snapple Group - SE Miami Mfg<br>5900 Northwest 72 Avenue<br>Miami, 33166 | Miami-Dade | Ammonia (anhydrous | Karen Diaz<br>305-887-6535 |
| 39443 | Exel Canon Miami<br>9850 Northwest 108 Avenue - Suite 170<br>Medley, 33178 | Miami-Dade | Sulfuric Acid | Luis Fallas<br>305-887-2880 |
| 25890 | Federal Aviation Administration - Miami ARTCC<br>7500 Northwest 58 Street<br>Miami, 33166 | Miami-Dade | Sulfuric Acid | Noel Salvatierra<br>305-716-1231 |
| 7764 | Florida Keys Aqueduct-J Robert Dean WTP and Pumping Station<br>35400 Southwest 192 Avenue<br>Florida City, 33034 | Miami-Dade | Ammonia (anhydrous | Mike Tam<br>305-242-2500 |
| 582 | Florida Power and Light - Cutler Power Plant<br>14925 Southwest 67 Ave<br>Miami, 33158 | Miami-Dade | Sulfuric Acid | Gary Anderson<br>305-793-5976 |
| 39447 | Florida Power & Light - Princeton Substation / Fiber Hut / Radio Tower<br>10389 Southwest 248 Street<br>Miami, 33032 | Miami-Dade | Sulfuric Acid | Mahmoud Abu Hantash<br>305-378-2995 |
| 583 | Florida Power and Light - Turkey Point Plant<br>9760 Southwest 344 St.<br>Homestead, 33035 | Miami-Dade | Sulfuric Acid | Gabriel Mendoza<br>786-525-6051 |

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| 38719 | Franklin Dodd Communications LLC<br>950 Southeast 8 Street<br>Hialeah, 33010 | Miami-Dade | Sulfuric Acid | Jorge Aguilar<br>786-586-2164 |
| 32446 | Freedom Fresh LLC<br>8901 Northwest 33 Street - Unit #100<br>Doral, 33172 | Miami-Dade | Sulfuric Acid | James Perez<br>305-588-1771 |
| 32451 | General Hotel and Restaurant Supply<br>13900 Northwest 82 Avenue<br>Hialeah, 33016 | Miami-Dade | Sulfuric Acid | Walter Simon<br>305-885-8651 |
| 34594 | Global Miami Acquisition Company, LLC<br>36 Northeast 2 Street - Floors 1 / 6 / Roof<br>Miami, 33132-2113 | Miami-Dade | Sulfuric Acid | Lisa Johnson<br>305-372-3648 |
| 21438 | Gold Coast Beverage - 187 Doral<br>10055 Northwest 12 Street<br>Doral, 33172 | Miami-Dade | Ammonia (anhydrous | Jose Fundora<br>305-632-0366 |
| 27429 | Gordon Food Service<br>2850 Northwest 120 Terrace<br>Miami, 33167 | Miami-Dade | Ammonia (anhydrous | Javier Otero<br>305-810-9851 |
| 7113 | Gordon Food Service - 7113<br>3301 Northwest 125 St<br>Miami, 33167 | Miami-Dade | Ammonia (anhydrous | Javier Otero<br>305-810-9851 |
| 36343 | Goya Foods - Miami<br>13300 Northwest 25 St<br>Miami, 33185 | Miami-Dade | Sulfuric Acid | Luis Benitez<br>786-229-1237 |
| 39456 | H S B C North America - Miami<br>1441 Brickell Avenue<br>Miami, 33131 | Miami-Dade | Sulfuric Acid | Jonathan Brown<br>305-536-8159 |
| 38862 | Heartware Inc.<br>14000 NW 57th Court<br>Miami Lakes, 33014 | Miami-Dade | Sulfuric Acid | Kahlilah Guyah<br>786-258-1818 |
| 33173 | K.G. International Inc<br>9800 NW 17 Street<br>Doral, 33172 | Miami-Dade | Formaldehyde | Nick Gunla<br>305-781-7424 |

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| 36866 | LaGasse Inc - Miami<br>10801 Northwest 103 Street - Suite 21<br>Miami, 33178 | Miami-Dade | Sulfuric Acid | Alfredo Mantilla<br>305-525-8951 |
| 39402 | Kiewit Infrastructure South - Bear Cut Bridge Project<br>3501 Rickenbacker Causeway<br>Miami, 33149 | Miami-Dade | Sulfuric Acid | David Johnson<br>305-365-1340 |
| 32609 | KLX Inc - 10K<br>10000 Northwest 15 Terrace<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | Glen Carpenter<br>305-925-2702 |
| 36888 | KLX Inc - 9835<br>9835 Northwest 14 Street<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | Glen Carpenter<br>305-925-2702 |
| 38519 | La Gorce Country Club<br>5685 Alton Road<br>Miami, 33140 | Miami-Dade | Sulfuric Acid | Manny Del Rosario<br>305-867-2503 |
| 28615 | Level 3 Communications - Miami - MIANFLHW<br>200 SE 1st St<br>Miami, 33131 | Miami-Dade | Sulfuric Acid | Payton Michael<br>720-239-3774 |
| 39466 | Level 3 Communications - Miami - OJUSFLTL<br>460 Northeast 215 Street<br>Miami, 33179 | Miami-Dade | Sulfuric Acid | Payton Michael<br>720-239-3774 |
| 33747 | Mac Papers-Miami<br>5900 Northwest 176 Street<br>Miami, 33015 | Miami-Dade | Sulfuric Acid | David Knop<br>305-362-9699 |
| 724 | Matheson-Miami<br>7320 Northwest 58 Street<br>Miami, 33166 | Miami-Dade | Ammonia (anhydrous | Cal Latacz<br>305-591-9575 |
| 10267 | McArthur Dairy - Plant<br>6851 Northeast 2 Ave<br>Miami, 33138-5581 | Miami-Dade | Ammonia (anhydrous | Pedro Fernandes<br>305-795-7713 |
| 4964 | MCI - MMIJFL (VZB - FLMMIJFL)<br>16120 Northwest 13 Avenue<br>Miami, 33169 | Miami-Dade | Sulfuric Acid | Jason Weller<br>800- 386-3639 |

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| 34152 | Mercedes Benz of Coral Gables<br>300 Almeria Avenue<br>Coral Gables, 33134 | Miami-Dade | Sulfuric Acid | Greg Barnes<br>305-445-8593 |
| | Mercedes Benz of Cutler Bay<br>10701 Southwest 211 Street<br>Cutler Bay, 33189 | Miami-Dade | Sulfuric Acid | Greg Barnes<br>305-445-8593 |
| 5069 | Merck Sharp & Dohme<br>13900 Northwest 57 Court<br>Miami Lakes, 33014 | Miami-Dade | Sulfuric Acid | Jose Alvarez<br>305-698-4626 |
| 23568 | Miami Beef<br>4870 Northwest 157 Street<br>Miami, 33014 | Miami-Dade | Ammonia (anhydrous | Russ Malina<br>305-495-0477 |
| 630 | Miami - Dade Resources Recovery Facility<br>6990 Northwest 97 Ave<br>Miami, 33178 | Miami-Dade | Sulfuric Acid | Charles Schultz<br>305-593-7268 |
| 661 | NAPA Distribution Center<br>9250 NW 58th Street<br>Miami, 33178-1612 | Miami-Dade | Sulfuric Acid | Bob Lewis<br>770-953-1700 |
| 38975 | Nunez Foods Inc-East Building<br>6960 Northwest 36 Avenue<br>Miami, 33147 | Miami-Dade | Ammonia (anhydrous | Nicole Vargas<br>305-693-1300 |
| 38932 | OHL<br>12300 Northwest 32 Ave<br>Miami, 33167 | Miami-Dade | Sulfuric Acid | Edward Romonde<br>786-314-9779 |
| 39543 | Passion Growers LLC<br>7499 Northwest 31 Street<br>Miami, 33122 | Miami-Dade | Ammonia (anhydrous | Sebastian Guejman<br>305-921-1001 |
| 32531 | Peer 1-Miami Data Center<br>2300 Northwest 89 Place<br>Doral, 33172 | Miami-Dade | Sulfuric Acid | Omar Colina<br>305-717-6627 |
| 3244 | Pepsi Cola Bottling of Miami<br>7777 Northwest 41 St<br>Doral, 33166-6509 | Miami-Dade | Sulfuric Acid | Manuel Perdomo<br>305-593-7535 |

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| 36603 | Perry Ellis International<br>3000 Northwest 107 Ave<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | Frank Molina<br>305-873-1316 |
| 31158 | Preferred Freezer Services of Medley<br>13700 NW 115th Ave<br>Medley, 33178-3154 | Miami-Dade | Sulfuric Acid | Mark Sens<br>973-820-4467 |
| 39488 | Preferred Freezer Services of Hialeah<br>13801 Northwest 112 Avenue<br>Hialeah Gardens, 33018 | Miami-Dade | Ammonia (anhydrous | Jason Szczutkowski<br>786-845-8000 |
| 27436 | Preferred Freezer Services of South Florida<br>12855 NW 113th Court<br>Medley, 33178-3115 | Miami-Dade | Ammonia (anhydrous | Mark Sens<br>973-820-4467 |
| 7413 | Publix Super Markets - Miami Distribution Warehouse<br>17900 Northwest Miami Court<br>Miami, 33169. | Miami-Dade | Sulfuric Acid | Brenda Williams<br>863-688-7407 x55017 |
| 32720 | Quirch Foods<br>7600 Northwest 82 Place<br>Medley, 33166 | Miami-Dade | Ammonia (anhydrous | Hector Aedo<br>305-691-3535 |
| 36221 | Riviera Country Club<br>1155 Blue Road<br>Miami, 33146 | Miami-Dade | Sulfuric Acid | Eric Von Hofen<br>305-904-1396 |
| 39495 | Royal Battery Distributors - Miami<br>7806 Northwest 71 Street<br>Miami, 33166 | Miami-Dade | Sulfuric Acid | Rick Tattoli<br>407-846-6070 |
| 29068 | Sears Roebuck Auto Center - 6389<br>1625 Northwest 107 Ave<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | Robyn West<br>847-268-0037 |
| 29067 | Sears Roebuck Auto Center - 6185<br>19505 Biscayne Blvd<br>Miami, 33180 | Miami-Dade | Sulfuric Acid | Robyn West<br>847-268-0037 |
| 29069 | Sears Roebuck Auto Center - 6875<br>20701 South Allapattah Dr<br>Miami, 33189 | Miami-Dade | Sulfuric Acid | Robyn West<br>847-268-0037 |

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| 29066 | Sears Roebuck Auto Center - 6915<br>3655 Southwest 22 Street<br>Miami, 33125 | Miami-Dade | Sulfuric Acid | Robyn West<br>847-268-0037 |
| 29054 | Sears Roebuck Auto Center - 6956<br>1625 West 49 St<br>Hialeah, 33012 | Miami-Dade | Sulfuric Acid | Robyn West<br>847-268-0037 |
| 728 | Sentry Industries Inc<br>5687 NW 36th Ave<br>Miami, 33142 | Miami-Dade | Chlorine | Gary Koen<br>305-638-0800 |
| 33246 | Sherwood Food Distributors - School Food Systems<br>12345 Northwest 38 Ave<br>Opa Locka, 33054 | Miami-Dade | Ammonia (anhydrous | Ivan Prada<br>305-772-9017 |
| 7186 | Southeast Frozen Foods-North Miami<br>18770 Northeast 6 Avenue<br>Miami, 33179 | Miami-Dade | Ammonia (anhydrous | David Griffiths<br>305-652-4622 |
| 18361 | Southern Wine & Spirits - Miami 1<br>1600 Northwest 163 Street<br>Miami, 33169 | Miami-Dade | Sulfuric Acid | Freida Salgado<br>305-627-1401 |
| 25538 | Sprint - Miami, FL CDMA Switch<br>1050 NW 167th St.<br>Miami, 33169 | Miami-Dade | Sulfuric Acid | Cathy Stafford<br>321-280-2028 |
| 30743 | Sprint - Miami, FL NAP/IT/POP<br>50 NE 9th St, Suite A<br>Miami, 33132 | Miami-Dade | Sulfuric Acid | Cathy Stafford<br>321-280-2028 |
| 741 | Sprint - Miami, FL POP<br>7880 Biscayne Blvd<br>Miami, 33138 | Miami-Dade | Sulfuric Acid | Cathy Stafford<br>321-280-2028 |
| 38174 | Sunbelt Rentals PC #115<br>65 NE 27th St<br>Miami, 33137 | Miami-Dade | Sulfuric Acid | Mike Crouch<br>803-578-5912 |
| 33759 | Supreme International<br>7525 Northwest 48 Street<br>Miami, 33166 | Miami-Dade | Sulfuric Acid | Frank Molina<br>305-873-1316 |

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| 33908 | Swiss Chalet Fine Foods<br>9455 Northwest 40 Street<br>Miami, 33178 | Miami-Dade | Sulfuric Acid | Naz Balsara<br>305-592-0008 |
| 31210 | Sysco South Florida - Medley<br>12500 Sysco Way<br>Medley, 33178 | Miami-Dade | Ammonia (anhydrous | Kerck Jadotte<br>305-219-0898 |
| 18834 | Tarmac America - Pennsuco Plants<br>11000 Northwest 121 Way<br>Medley, 33178-1009 | Miami-Dade | Sulfuric Acid | Muhammad Khan<br>561-248-9626 |
| 32818 | Telefutura Network<br>1900 Northwest 89 Place<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | Luis Fernandez-Roche<br>305-421-2500 |
| 26613 | Telemundo Network Group LLC<br>2470 West 8 Avenue<br>Hialeah, 33010 | Miami-Dade | Sulfuric Acid | Cesar Colls<br>305-882-8709 |
| 34626 | Teva Global R&D - Miami Respiratory<br>74 Northwest 176 Street<br>Miami, 33169 | Miami-Dade | Sulfuric Acid | Michael Cichon<br>305-575-6000 |
| 33843 | The Home Depot Store #0202<br>1590 West 49 St<br>Hialeah, 33012 | Miami-Dade | Sulfuric Acid | Margaret Sexton<br>770-433-8211 x82714 |
| 33813 | The Home Depot Store #0206<br>11305 SW 40th Street<br>Miami, 33165 | Miami-Dade | Sulfuric Acid | Margaret Sexton<br>770-433-8211 x82714 |
| 39507 | The Home Depot Store # 0210<br>12700 Southwest 88 Street<br>Miami, 33186 | Miami-Dade | Sulfuric Acid | Heranfel Ayala<br>305-386-1900 |
| 33863 | The Home Depot Store #0277<br>3030 Southwest 8th St<br>Miami, 33135 | Miami-Dade | Sulfuric Acid | Margaret Sexton<br>770-433-8211 x82714 |
| 32507 | The Home Depot Store #6322<br>12055 Biscayne Blvd<br>Miami, 33181 | Miami-Dade | Sulfuric Acid | Margaret Sexton<br>770-433-8211 x82714 |

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| 33947 | The Home Depot Store # 6343<br>7899 West Flagler Street<br>Miami, 33144 | Miami-Dade | Sulfuric Acid | Argeo Tamayo<br>786-388-9108 |
| 34739 | The Home Depot Store #6856<br>2999 Southwest 32nd Ave<br>Miami, 33133 | Miami-Dade | Sulfuric Acid | Margaret Sexton<br>770-433-8211 x82714 |
| 23556 | Trademark Metals Recycling - Everglades<br>3440 Northwest 135 St<br>Opa Locka, 33054 | Miami-Dade | Sulfuric Acid | Brenda Anderson<br>305-681-4204 |
| 31982 | Trojan Battery Company<br>13130 Northwest 113 Court Bay1<br>, | Miami-Dade | Sulfuric Acid | |
| 19166 | Turnberry Isle Miami<br>19999 West Country Club Drive<br>Aventura, 33180 | Miami-Dade | Sulfuric Acid | Mark Allison<br>305-933-6921 |
| 33898 | Unisource Worldwide - Miami Distribution<br>8150 NW 76 Ave<br>Medley, 33166 | Miami-Dade | Sulfuric Acid | Miguel Castro<br>305-420-7150 |
| 28723 | United States Postal Service - Miami ICS<br>11698 Northwest 25 Street<br>Miami, 33112 | Miami-Dade | Sulfuric Acid | Greg Ahrend<br>305-718-7525 |
| 31125 | United States Postal Service-Miami L&DC<br>1904 Northwest 97 Avenue<br>Miami, 33172 | Miami-Dade | Sulfuric Acid | |
| 28721 | United States Postal Service - Miami PDC<br>2200 Northwest 72 Avenue<br>Miami, 33152 | Miami-Dade | Sulfuric Acid | Michael Kirk<br>305-470-0233 |
| 38029 | Univar USA-Miami Stockpoint<br>7120 Northwest 74 Avenue<br>Miami, 33166 | Miami-Dade | Hydrogen Peroxide | Dwayne Wright<br>305-883-9514 |
| 39515 | US Army - Southern Command Headquarters<br>9301 Northwest 33 Street<br>Doral, 33172 | Miami-Dade | Sulfuric Acid | Jeff M Toporczyk<br>305-437-2866 |

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| 33752 | Valassis Direct Mail-Miami Branch<br>5890 Northwest 163 Street<br>Hialeah, 33014 | Miami-Dade | Sulfuric Acid | Fernando Reixach<br>305-341-9537 |
| 34954 | Vistar of South Florida<br>16295 North West 13 Ave<br>Miami, 33169 | Miami-Dade | Sulfuric Acid | Roberto Shwartz<br>786-395-0129 |
| 39524 | VWR International LLC<br>14412 Commerce Way - Lakeside Corporate Center c<br>Miami Lakes, 33016 | Miami-Dade | Sulfuric Acid | Wendy Tanner<br>678-230-9461 |
| 36209 | Windstream Nuvox - Miami Central Office<br>18504 Northeast 5 Ave<br>North Miami Beach, 33179 | Miami-Dade | Sulfuric Acid | Tom Mitchell<br>251-716-6359 |

## Attachment D

## FINANCIAL INVOICE FORM
## FOR
## HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

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RECIPIENT: Miami-Dade County AGREEMENT# 17-CP-11-11-23-01-XXX

| | AMOUNT REQUESTED BY THE RECIPIENT | AMOUNT APPROVED BY THE DIVISION |
|---|---|---|
| 1. First Payment (45% of contract amount) (50% Hazards Analyses submitted and approved) | $_____ | $_____ |
| 2. Second Payment (45% of contract amount) (50% Hazards Analyses submitted and approved) | $_____ | $_____ |
| 3. Final Payment(10% of contract amount) (approval, distribution & notification) | $_____ | $_____ |
| TOTAL AMOUNT | $_____ | $_____ |

(To be completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

_____ _____
Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $ _____

**(To be completed by the Division)**

## Attachment E

## JUSTIFICATION OF ADVANCE PAYMENT

**RECIPIENT:**

**If you are requesting an advance, indicate same by checking the box below.**

| [ ] ADVANCE REQUESTED<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |
|---|

**If you are requesting an advance, complete the following chart and line item justification below.**

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS<br>(list applicable line items) | 20___-20___ Anticipated Expenditures for First Three Months of Contract |
|---|---|
| For example<br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) | |
| For example<br>PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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## Attachment F

## Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday to Friday 8:00 AM - 5:00 PM.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

## Attachment G

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

**Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

## Attachment H

## Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

# Attachment I
# Hazard Analysis Contract Checklist and CAMEO*fm* Guide

| | |
|---|---|
| **Facility Information (CAMEO*fm* Facility Page)** | |
| | Facility Name (per Attachment C) ( Facility Page) |
| | Facility Physical Address (Facility Page) |
| | Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (Map Data Tab on Facility Page) |
| | Facility Phone Number (Facility Phones Tab on Facility Page) |
| | Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number (Contact Tab on Facility Page) |
| | Transportation Route(s) (From County Line to the Facility) (Notes Tab on Facility Page) |
| | Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page) |
| | Historical Accident Record (If none, please note) (Notes Tab on Facility Page) |
| | Facility Maximum Occupancy (a minimum of one is required for unmanned facilities) (ID and Regs Codes Tab on facility Page) |
| | Select correct check boxes for facilities subject or not subject to section 112r or section 302 (ID and Regs Codes Tab on facility Page) |
| **Hazard Identification (CAMEO*fm* Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)** | |
| | Proper Chemical Name(s) (Chemical in Inventory Page(s)) |
| | Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s)) |
| | Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | Maximum amount in Largest Container or Interconnected Containers (Chemical in Inventory Page(s), Physical State and Quantity Tab) (This figure will be used as the release amount to determine the vulnerable zone in the Scenario) |
| | Type/Design, Pressure and Temperature of Container(s) (cylinder, battery, ambient etc.) (Chemical in Inventory Page(s), Location Tab) |
| | Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | |
| **Vulnerability Analysis (CAMEO*fm* Scenario Page) (for each Extremely Hazardous Substance on site)** | |
| | Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab) (Must match the Chemical in Inventory Page, Physical State and Quantity Tab, maximum amount in largest container figure) |
| | Enter the concentration percentage in the Concentration field (Scenario Description tab) |
| | Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab) |
| | Determine the natural Physical State of the chemical at room temp (specified in CAMEO Chemicals) and enter into the Physical State field (Scenario Description tab) |
| | Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab) |
| | Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history & maintenance etc.) (Scenario Description tab) |
| | Extent of Vulnerable Zone (CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used) (Scenario Description tab) |
| | Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s)) |
| | Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (Notes Tab on Scenario Page(s)) See scope of work for alternatives. |
| | |
| **On-Site Visits (for each Facility and within the Contract Period)** | |
| | Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SV – If SERC number is not available facility name and SV. If it's a telephone call for the sulfuric acid exception the name of the facility rep spoken to and date of call must be noted on the form. Additional info allowed but not required.) |
| | Site Plan (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SP – If SERC number is not available the facility name and SP – additional info allowed but not required.) |
| | Sufficient Detail to Identify: |
| | Location of Major Building(s) |
| | Name and Location of Extremely Hazardous Substance(s) (If extremely hazardous materials are co-located, noting EHS is acceptable) |
| | Name and Location of Street(s) (At minimum street facility where facility is located and the nearest intersection or cross street.) |
| | Identify Pertinent Access and Egress Points |
| | Note Additional Features Pertinent to Hazardous Materials and Medical Response |
| | |

## Attachment J

**FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS**

**HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM**

_____
Facility Name (Please print)

_____
Street Address, City & Zip Code (Please print)

_____ _____
County (Please print) SERC ID #

_____
Name of Facility Representative (Please print)

_____ _____
Facility Representative Signature Site Visit Date

_____
Site Visit Performed by (Please print)

_____ _____
Signature Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes: _____

☐ Check if facility representative was informed about using E-Plan (https://erplan.net/eplan/login.htm) for EPCRA on-line filing

## Attachment K
## STATEMENT OF DETERMINATION

| Facility Name | | |
|---|---|---|
| Physical Address (Street only) | | |
| City | County | LEPC District |

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

| SECTION | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **302 / 303** | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N |
| **311 / 312** | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N |
| **313** | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N | Y / N |

**If "No" was indicated on any of the above, please check appropriate box(s) why:**

| | | | | | |
|---|---|---|---|---|---|
| **Sections 302/303** | | Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs). | | | |
| | | No EHSs are Present. | | | |
| | | No EHSs were present on-site during the year. | | | |
| **Sections 311/ 312** | | Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds. | | | |
| | | No hazardous chemicals/EHSs are/were present. | | | |
| | | No hazardous chemicals were present on-site during the year. | | | |
| **Section 313** | | Not within covered SIC Codes. | | | |
| | | Within covered SIC Codes, but less than ten (10) employees. | | | |
| | | Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds. | | | |
| **Other** | | Closed facility **YES / NO** | Chemicals removed **YES / NO** | Chemicals reduced below threshold/TPQ **YES / NO** | **Date Effective:** |
| | | New Facility. Date chemicals brought on site meeting / exceeding TPQ: | | | |

**Further explanation if necessary:**

| CERTIFICATION: | |
|---|---|
| I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws. | |
| Name of owner / operator's authorized representative (printed): | |
| Official Title (printed): | |
| Signature: | Date signed: |

## Attachment L

## HAZARD ANALYSIS REVIEW CRITERIA

**Facility Page**

1. Facility Name
2. Facility Address
3. Facility Phone#
4. Name and phone number for 24-hour contact
5. Evacuation route(s)
6. Legible/Detailed Site Plan (SERC#SP) with location of EHS(s)
7. Site Visit Certification Form (SERC#SV)
8. Latitude & Longitude in Decimal/Degrees
9. Maximum No. of Occupants

**Chemical In Inventory**

1. Proper Chemical Name and Chemical Abstract Number
2. Max Daily Amount
3. Max Amount in Largest Container

**Scenario Page**

1. Amount Released (Must be the same as Max Amount in Largest Container)
2. Release Duration for Gases and Solids in Solution must be 10 Minutes
3. Natural Physical State
4. Risk Assessment
5. Estimate Threat Zone Radius
6. Name of Critical Facilities if None Indicate So
7. Estimate Total Exposed Population
8. SOD or Supporting Documentation