

**Date:** November 20, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members Board of County Commissioners

**From:** George M. Burgess  
County Manager 

**Subject:** Hazardous Materials Site Analysis Grant

Agenda Item No. 9(A)(3)

**Resolution No. R-1229-08**

**Recommendation**

It is recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the FY 2008-09 Hazardous Materials Site Analysis Agreement with the State of Florida Department of Community Affairs for Miami-Dade Fire Rescue (MDFR). The grant awards \$24,552 to conduct site-specific hazard analyses for the period of July 1, 2008 through June 30, 2009. This agreement requires retroactive approval since Miami-Dade County did not receive the grant documents from the State until August 5, 2008.

**Fiscal Impact/Funding Source**

The Hazardous Material Site Analysis Agreement provides funds to counties to update the Hazard Analysis data for the county based upon the allocation formula developed by the Florida Division of Emergency Management. This is a fixed fee, performance-based Agreement and there is no requirement to match the allocation with county funds. The budget period for this award is July through June of each fiscal year.

**Track Record/Monitoring**

The awards will be monitored by the MDFR Grants Management Bureau for compliance and consistency with applicable OMB Circulars, audit requirements and award criteria.

**Background**

Extensive emergency planning relative to facilities that use, manufacture, transport or store any of numerous hazardous materials is essential for safeguarding the lives and property of Miami-Dade County residents. Facilities will be reviewed that have reported significant quantities of hazardous substances at their site to the State Emergency Response Commission.

Each facility's hazard analysis will consist minimally of identifying the quantity, location, storage containers and type of chemical materials, the zone of vulnerability in case of release, transportation and evacuation routes, probability of release and severity of consequences of environmental exposure, an estimate of exposed population and severity of consequences of human injury and a historical accident record. Upon approval of the hazard analyses by the Department of Community Affairs, MDFR will notify response agencies and Section 302 facilities of the availability of the hazard analysis update information and make that information available upon request. A copy of the State approved analyses update will be provided to the Local Emergency Planning Council.

Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners  
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The amount of the award is based on an allocation formula for all counties developed by the State of Florida Department of Community Affairs. This grant program provides funds annually and no grant application process is required. This agreement requires retroactive approval since Miami-Dade County did not receive the grant documents from the State until August 5, 2008 and a new resolution is required since Miami-Dade Fire Rescue will be the recipient of the grant funds.

  
Alina T. Hudak  
Assistant County Manager

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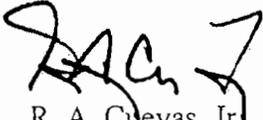
# MEMORANDUM

(Revised)

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**TO:** Honorable Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** November 20, 2008

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

**SUBJECT:** Agenda Item No. 9(A)(3)

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**Please note any items checked.**

- "4-Day Rule" ("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**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(3)  
11-20-08

RESOLUTION NO. R-1229-08

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND STATE OF FLORIDA FUNDS FROM THE DEPARTMENT OF COMMUNITY AFFAIRS TO SUPPORT HAZARDOUS MATERIALS SITE ANALYSIS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND AMEND SUCH CONTRACTS AND AGREEMENTS AS REQUIRED; TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS STATE PROGRAM; AND TO FILE AND EXECUTE ANY NECESSARY AMENDMENTS TO ANY APPLICATION AND AGREEMENT; AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

**WHEREAS**, the State of Florida Department of Community Affairs appropriates funds annually to counties based upon a State allocation formula to conduct site-specific hazard analyses and hazardous materials emergency management activities; and

**WHEREAS**, the State Department of Community Affairs issues an annual award notification letter informing counties of the award amount, the scope of the program, and the period of the agreement; and

**WHEREAS**, Miami-Dade Fire Rescue has received notice that it has been awarded funds to carry out activities supported by a Hazardous Site Analysis Grant; and

**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 approves a retroactive agreement to accept \$24,522 in Hazardous Site Analysis Grant funds for the period

**Resolution No. R-1229-08**

Agenda Item No. 9(A) (3)

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July 1, 2008 to June 30, 2009 in substantially the form attached hereto and made a part hereof, an original of which is on file with the Clerk of the Board; and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County, to accept and expend said funds, to apply for, receive and expend additional funds should they become available under this State program, and to file and execute any necessary modifications and the cancellation provision contained therein following the approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan** who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Bruno A. Barreiro, Chairman	<b>aye</b>	
	Barbara J. Jordan, Vice-Chairwoman	<b>aye</b>	
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Carlos A. Gimenez	<b>aye</b>	Sally A. Heyman	<b>aye</b>
Joe A. Martinez	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Dorrrin D. Rolle	<b>aye</b>	Natacha Seijas	<b>aye</b>
Katy Sorenson	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 20<sup>th</sup> day of November, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**  
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Daniel Frastai

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Contract Number: 09CP-04-11-23-01-000

CFSA Number 52.023

**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 Scope of Work - Schedule of Deliverables and Payments, 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.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2008 and shall end June 30, 2009, 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 "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(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 Scope of Work - Schedule of Deliverables and Payments (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 Department or 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 Department 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 non-state 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(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 Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**  
and

Division of Emergency Management  
Bureau of Preparedness  
Technological Hazards Section  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

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 or the Department of Community Affairs 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 or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(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 (30) 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) If all required reports are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until the above requirements are met or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division", means that the work product was completed in accordance with the Scope of Work - Schedule of Deliverables and Payments (Attachment A) to this Agreement.

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

(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.

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 or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the 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 may, 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 (30) 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, address, telephone number, fax number and email address of the Division program manager for this Agreement is:

Mr. Timothy Date  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 410-1272  
Fax: (850) 488-1739  
Email: tim.date@em.myflorida.com

(c) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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(d) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for management of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(e) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address, of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, within thirty (30) days after execution of the subcontract by the Recipient, a copy of the executed subcontract must be forwarded to the Division. 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 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 vendor, 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 – Scope of Work - Schedule of Deliverables and Payments
- Attachment B – County Facilities Listing
- Attachment C – Financial Invoice Form
- Attachment D – Hazards Analysis Contract Checklist and CAMEO Guide
- Attachment E – Hazards Analysis Site Visit Certification Form
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to \$24,552.00. Payment will be made in accordance with the provisions of the Scope of Work - Schedule of Deliverables and Payments (Attachment A) of this Agreement.

The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period, including any amendments agreed to by the parties. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of 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 "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
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 are 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.

(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 Form to Report Lobbying."

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.

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

**RECIPIENT:**

MIAMI-DADE COUNTY \_\_\_\_\_

By: \_\_\_\_\_

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

FEID# 59-6000573

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: W. Craig Fugate, Director

Date: \_\_\_\_\_

**EXHIBIT – 1**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of \$24,552.00.

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

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

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## Attachment A

### SCOPE OF WORK - SCHEDULE OF DELIVERABLES AND PAYMENTS

#### PURPOSE

The data collected under this Agreement will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

#### SCOPE OF WORK

##### TASK 1: Submission and Guidance

Recipient shall submit to the Division a completed hazards analysis that complies with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". 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 by certified mail, return receipt requested and approved by the Division.

##### TASK 2: Coordination of Activities

The following includes, but is not limited to, activities to be performed under this Agreement:

- A. Recipient shall submit fifty (50) percent of the completed hazards analyses to the Division for the facilities listed on Attachment B by no later than November 1, 2008 and the final fifty (50) percent of the completed hazards analyses shall be submitted to the Division for the facilities listed on Attachment B by no later than February 1, 2009. Later dates may be agreed upon in writing by both parties to this Agreement. The Division will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.
- B. Within the period of the Agreement, Recipient shall participate in a technical assistance training session provided by the Division. The Division reserves the right to waive this requirement.
- C. Within the period of the Agreement, Recipient shall submit a list of facilities within the Recipient's geographical boundaries that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

**TASK 3: Review and Update of Hazards Analyses**

- A. Review and update hazards analyses for all facilities listed in Attachment B, 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 at or above the Threshold Planning Quantity. It is required that each Attachment B facility be contacted by on-site visit 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<sub>fm</sub> program. Each facility hazards analysis shall include, but is not limited to, the following items:

(1) Facility Information

- (a) Provide the Facility name (per Attachment B)

- (b) Facility address

Provide the physical address (no Post Office Box) of the facility.

- (c) Facility Identification

Provide the State Emergency Response Commission Code identification number (per Attachment B) and the geographic coordinates (latitude and longitude in decimal degrees).

- (d) Facility Emergency Coordinator

Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

- (e). Transportation Routes

List the main routes used (from the County line to the facility) to transport chemicals to and/or from the facility.

- (f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

- (g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

(2) Hazard Identification

- (a) Chemical identities

Provide proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) for each Extremely Hazardous Substance present at the facility at any time up to one year prior to the site visit.

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site at any time up to one year prior to the site visit.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the storage method of each Extremely Hazardous Substance, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic) most likely to accompany a spill or release of each Extremely Hazardous Substance.

(3) Vulnerability Analysis

(a) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may be subject to concentrations of an airborne Extremely Hazardous Substance at levels that could cause irreversible acute health effects or death to human populations following an accidental release.

(b) Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time, i.e. if the facility is unmanned except for routine maintenance by only one person then, the number of employees present at any given time shall be noted as one.

(c) Critical Facilities

Identify each critical facility by name and each critical facility's maximum expected occupancy, within each vulnerable zone, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population (facility employees + general population + critical facilities), within each vulnerable zone, that would be affected in a worst case release scenario.

(4) Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO*fm* Scenario Page will meet the four requirements below)

(a) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur.

(c) Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

B. Identify those facilities in Attachment B for which a hazards analysis was not submitted. Supporting documentation must be provided with a list to account for the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:

(1) Facility has closed or is no longer in business.

(2) Facility is not physically located in the County (indicate appropriate County location, if known).

(3) Facility does not have Extremely Hazardous Substance(s) on-site or Extremely Hazardous Substance(s) are below the Threshold Planning Quantity. These facilities require:

(a) A Statement of Determination from the facility representative for the previous reporting year; or

(b) A letter from the facility representative fully explaining why the Extremely Hazardous Substance(s) is/are not now present at or above the Threshold Planning Quantity and a date when the Extremely Hazardous Substance(s) was/were removed from the facility.

#### TASK 4: On-Site Visits

A. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis (Task 3).

B. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) to the Division for each facility site visit conducted.

- C. Submit (electronically) a site plan map with the State Emergency Response Commission Code identification number and in sufficient detail to identify:
  1. Location of major building(s)
  2. Location and identification of EHS container(s)
  3. Location of major street(s) and entrance(s)
  4. North arrow

**TASK 5: Submission, Distribution and Notification of the Approved Hazards Analyses**

- A. Upon Division approval of all required hazards analyses, one (1) copy of each approved hazards analysis (electronic format) shall be submitted to the Division. A complete copy of each approved hazards analysis shall be sent to the applicable Local Emergency Planning Committee and a copy of the transmittal letter shall be submitted to the Division.
- B. Upon Division approval of all required hazards analyses, notify all facilities (for which a hazards analysis was required), and applicable response agencies, of the availability of the hazards analyses information, make that information available upon request and submit proof of said notifications to the Division.
- C. Ensure that the Hazards Analysis information is reflected in the county Local Mitigation Strategy.

**SCHEDULE OF DELIVERABLES AND PAYMENTS**

<u>Deliverable</u>	<u>Due Date</u>	<u>Payment Amount</u>
Payment #1 - The submitted hazards analyses which have been deemed acceptable by the Division.	<u>11-01-2008</u>	<u>\$11,048.40</u>
Payment #2 - The submitted hazards analyses which have been deemed acceptable by the Division.	<u>02-01-2009</u>	<u>\$11,048.40</u>
Payment #3 - The completed hazards analyses which have been reviewed and approved by the Division, upon the Division receiving proof of distribution of the approved Hazards Analyses to the applicable Local Emergency Planning Committee and upon the Division receiving proof of notification to all facilities (for which a hazards analysis was required), and applicable response agencies, of the availability of the hazards analyses information	<u>Not Applicable</u>	<u>\$2,455.20</u>

Each request for payment shall be initiated by the Division upon receipt of an acceptable Financial Invoice (Attachment C) and the deliverable that meets the requirements of this Agreement.

**End Attachment A**

# ATTACHMENT B - MIAMI-DADE COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11	BELLSOUTH TELECOMMUNICATIONS - M2523 115 ALHAMBRA CIRCLE CORAL GABLES FL 33134-450	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M6121 9056 NORTHWEST 41 STREET DORAL FL 33178-240	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
34258	U S A BOUQUET 1500 NORTHWEST 95 AVENUE DORAL FL 33172-280	USA BOUQUET LLC 1500 NORTHWEST 95 AVENUE DORAL FL 33172-2800	ERGIE HERNANDEZ 786-437-6587
11	ALLIED PLATING SUPPLIES 5000 EAST 10 COURT HIALEAH FL 33013	ALLIED PLATING SUPPLIES 5000 EAST 10 COURT HIALEAH FL 33013-	LEONARD MARINELLO 305-681-8531
11	BELLSOUTH TELECOMMUNICATIONS - M6702 1245 WEST 69 STREET HIALEAH FL 33014-456	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
34793	CON WAY FREIGHT - HIALEAH 6425 EAST 8 AVENUE HIALEAH FL 33013	CON-WAY FREIGHT 500 SOUTH ELLIS ROAD JACKSONVILLE FL 32254-	NICOLE WOOD 305-688-4388
11	GENERAL HOTEL AND RESTAURANT SUPPLY 13900 NORTHWEST 82 AVENUE HIALEAH FL 33016	GENERAL HOTEL AND RESTAURANT SUPPLY CORPORATI 13900 NORTHWEST 82 AVENUE HIALEAH FL 33016	LEN DAVIS 305-885-8657
11	MAC PAPERS - HIALEAH 5900 NORTHWEST 176 STREET HIALEAH FL 33015-510	MAC PAPERS INC POST OFFICE BOX 5369 JACKSONVILLE FL 32247-5369	DAVID KNOP 305-362-9699
11	SEARS ROEBUCK AUTO CENTER - 6956 1625 WEST 49 STREET HIALEAH FL 33012-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 305-384-3868

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11	BELLSOUTH TELECOMMUNICATIONS - M2609 14475 SOUTHWEST 264 STREET HOMESTEAD FL 33032-741	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2625 75 CIVIC COURT HOMESTEAD FL 33030-600	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	CITY OF FLORIDA CITY - WTP 467 NORTHWEST 6 AVENUE HOMESTEAD FL 33030-	CITY OF FLORIDA CITY 404 WEST PALM DRIVE FLORIDA CITY FL 33034-	TONY MALONE 305-248-6855
11	CITY OF HOMESTEAD - STATION 5 400 NORTHEAST 12 AVENUE HOMESTEAD FL 33030	CITY OF HOMESTEAD 790 NORTH HOMESTEAD BOULEVARD HOMESTEAD FL 33030	STEVEN ANDERSON 305-224-4790
11	CITY OF HOMESTEAD - STATION 6 1034 NORTHEAST 8 STREET HOMESTEAD FL 33030	CITY OF HOMESTEAD 790 NORTH HOMESTEAD BOULEVARD HOMESTEAD FL 33030	STEVEN ANDERSON 305-224-4790
11	CITY OF HOMESTEAD - WITTKOP PARK 505 NORTHWEST 9 STREET HOMESTEAD FL 33030	CITY OF HOMESTEAD 790 NORTH HOMESTEAD BOULEVARD HOMESTEAD FL 33030	STEVEN ANDERSON 305-224-4790
11	FLORIDA POWER AND LIGHT - TURKEY POINT PLANT 9760 SOUTHWEST 344 STREET HOMESTEAD FL 33035	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	GARY ANDERSON 305-242-3826
11	UNITED STATES AIR FORCE - HOMESTEAD AIR RESERVE BASE 29050 CORAL SEA BOULEVARD HOMESTEAD AIR FO FL 33039-	UNITED STATES AIR FORCE 29050 CORAL SEA BLVD - 482D SPTG / CEX HOMESTEAD AIR F FL 33039-	HOMESTEAD AIR RESERVE 305-224-7102
11	HD SUPPLY CONSTRUCTION SUPPLY - PLUMBING HG0036 10810 NORTHWEST 92 TERRACE MEDLEY FL 33178	HD SUPPLY CONSTRUCTION SUPPLY 3100 CUMERLAND BOULEVARD, SUITE 1700 ATLANTA GA 30339	ANTONIO MARRERRO 305-477-3045
11	PREFERRED FREEZER SERVICE OF MEDLEY 13700 NORTHWEST 115 AVENUE MEDLEY FL 33178	PREFERRED FREEZER SERVICE OF MEDLEY 13700 NORTHWEST 115 AVENUE MEDLEY FL 33178	BILL FORRESTER 305-885-7077

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LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11	SAFE START - MEDLEY 13130 NORTHWEST 113 COURT - BAY 1 MEDLEY FL 33178	SAFE START INC 12045 34 STREET NORTH SAINT PETERSBURG FL 33716	ARIEL HERRERA 305-863-0046
11	SYSKO FOOD SERVICES OF SOUTH FLORIDA - MEDLEY 12500 SYSKO WAY MEDLEY FL 33178	SYSKO FOOD SERVICES OF SOUTH FLORIDA POST OFFICE BOX 64000A MIAMI FL 33164	KEN MORRIS 305-770-5639
11	TARMAC AMERICA - PENNSUCO PLANTS 11000 NORTHWEST 121 WAY MEDLEY FL 33178-	TARMAC AMERICA LLC 455 FAIRWAY DRIVE DEERFIELD BEACH FL 33441-	TERRY LANCASTER 561-504-6787
11	U S HOLDINGS - UNITED STATES FOUNDRY AND PRECAST 8351 NORTHWEST 93 STREET MEDLEY FL 33166-	U S HOLDINGS 3200 WEST 84 STREET HIALEAH FL 33018	DOUG LINNE 305-885-0301
11	A A R LANDING GEAR CENTER 9371 NORTHWEST 100 STREET MIAMI FL 33178	A A R LANDING GEAR CENTER 9371 NORTHWEST 100 STREET MIAMI FL 33178	AGUSTIN GARCIA 305-887-4027
25979	A T AND T MOBILITY - GHFG 11890 SOUTHWEST 8 STREET MIAMI FL 33184-	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	* *
11	A T AND T MOBILITY - HGHW 6090 NORTHWEST 102 AVENUE MIAMI FL 33122-	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	RNOC 404-906-6200
26248	AEROTHRUST 5300 NORTHWEST 36 STREET MIAMI FL 33152	AEROTHRUST POST OFFICE BOX 522236 MIAMI FL 33122	CARLOS CARRERA 305-526-7326
11	AIRGAS SOUTH - MIAMI 9030 NORTHWEST 58 STREET MIAMI FL 33178-	AIRGAS SOUTH POST OFFICE BOX 9219 MARJETTA GA 30065	GREGORY BARNETT 770-590-6036
24089	ALIENWARE CORPORATE HEADQUARTERS 14591 SOUTHWEST 120 STREET MIAMI FL 33186	ALIENWARE CORPORATE HEADQUARTERS 14591 SOUTHWEST 120 STREET MIAMI FL 33186	MANNY RODRIGUES 305-342-2938

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LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11	ASHLAND - DISTRIBUTION MIAMI 200 NORTHEAST 181 STREET MIAMI FL 33162	ASHLAND INCORPORATED POST OFFICE BOX 2219 COLUMBUS OHL 43216	JUAN DE LA CRUZ 305-770-7152
11	BELLSOUTH TELECOMMUNICATIONS - M2138 251 NORTHWEST 29 STREET MIAMI FL 33127-391	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2139 45 NORTHWEST 5 STREET MIAMI FL 33128-180	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2401 2301 SOUTHWEST 100 AVENUE MIAMI FL 33165-753	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2403 1155 SOUTHWEST 67 AVENUE MIAMI FL 33144-471	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2406 444 NORTHWEST 79 AVENUE MIAMI FL 33126-401	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2413 10701 SOUTHWEST 88 STREET MIAMI FL 33176-141	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2414 600 NORTHWEST 79 AVENUE MIAMI FL 33126-401	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2476 15000 NORTH KENDALL DRIVE MIAMI FL 33196-130	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M2506 6100 SOUTHWEST 57 AVENUE MIAMI FL 33143-234	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944

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LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11 5286	BELLSOUTH TELECOMMUNICATIONS - M2521 2010 SOUTHWEST 17 AVENUE MIAMI FL 33145-270	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 22282	BELLSOUTH TELECOMMUNICATIONS - M3906 9405 OLD DIXIE HIGHWAY MIAMI FL 33156-281	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 5295	BELLSOUTH TELECOMMUNICATIONS - M6104 2615 NORTHWEST 79 STREET MIAMI FL 33147-493	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 5301	BELLSOUTH TELECOMMUNICATIONS - M6316 8451 NORTHEAST 1 AVENUE MIAMI FL 33138-370	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 5302	BELLSOUTH TELECOMMUNICATIONS - M6506 18400 NORTHEAST 5 AVENUE MIAMI FL 33179-453	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 5303	BELLSOUTH TELECOMMUNICATIONS - M6513 19251 WEST DIXIE HIGHWAY MIAMI FL 33180-264	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 5306	BELLSOUTH TELECOMMUNICATIONS - M6601 2470 NORTHWEST 38 STREET MIAMI FL 33142-537	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6499
11 5308	BELLSOUTH TELECOMMUNICATIONS - M6606 2105 NORTHWEST FLAGLER TERRACE MIAMI FL 33125-530	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 5309	BELLSOUTH TELECOMMUNICATIONS - M6612 1380 NORTHWEST 21 STREET MIAMI FL 33142-772	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
11 517	BEVERAGE CORPORATION INTERNATIONAL 3550 NORTHWEST 110 STREET MIAMI FL 33167	NATIONAL BEVERAGE CORPORATION 3550 NORTHWEST 110 STREET MIAMI FL 33167	KELLY MILLIGAN 305-714-7091

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11 32225	BURGER KING CORPORATE OFFICES 5505 BLUE LAGOON DRIVE MIAMI FL 33126	BURGER KING CORPORATION 5505 BLUE LAGOON DRIVE MIAMI FL 33126	JOHN HEFTY 305-378-7196
11 35074	COCA COLA ENTERPRISES - MIAMI 16569 SW 117TH AVENUE MIAMI FL 33177	COCA-COLA ENTERPRISES 2500 WINDY RIDGE PARKWAY - CCE TAX DEPT ATLANTA GA 30339	
11 30957	DOLE FRESH FLOWERS 10555 NORTHWEST 12 STREET MIAMI FL 33172	DOLE FRESH FLOWERS ONE DOLE DRIVE WESTLAKE VILLAG CA 91362	JOSE FUNDORA 305-925-7934
11 31577	FLORIDA FRESH SEAFOOD 7337 NORTHWEST 37 AVENUE MIAMI FL 33147	GREEN COLD STORAGE CORPORATION- DBA FLORIDA SEA 7337 NORTHWEST 37 AVENUE MIAMI FL 33147	CARLOS E. TABORA 786-693-0620
11 7116	FLORIDA PLANTATION COLD STORAGE 501 NORTHEAST 183 STREET---7116 MIAMI FL 33179-	FLORIDA PLANTATION COLD STORAGE 501 NORTHEAST 183 STREET MIAMI FL 33179-	JOSEPH COLLEN 305-652-2653
11 582	FLORIDA POWER AND LIGHT - CUTLER POWER PLANT 14925 SOUTHWEST 67 AVENUE MIAMI FL 33158	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	GARY W. ANDERSEN 305-242-3826
11 13846	FLORIDA POWER AND LIGHT - GENERAL OFFICE 9250 WEST FLAGLER STREET MIAMI FL 33174-	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	LEONARD MAXWELL 305-552-3001
11 32890	FLORIDA POWER AND LIGHT - MIAMI SUBSTATION/SWITCH YARD 122 SOUTHWEST 3 STREET MIAMI FL	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	FRANCISCO V ORFILA 386-987-3121
11 32446	FREEDOM FRESH 8901 NORTHWEST 33 STREET - SUITE 100 MIAMI FL 33172	FREEDOM FRESH LLC 8901 NORTHWEST 33 STREET - SUITE 100 MIAMI FL 33172	JORGE VAZQUEZ 305-715-5700
11 27429	GORDON FOOD SERVICE 2850 NORTHWEST 120 TERRACE MIAMI FL 33167-	GORDON FOOD SERVICE, LLC 333 FIFTIETH STREET, SOUTHWEST GRAND RAPIDS MI 49501-1787	DOUG ROLLO 616-717-7784

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11 7113	GORDON FOOD SERVICE - 7113 3301 NORTHWEST 125 STREET MIAMI FL 33167	GORDON FOOD SERVICE, LLC 333 FIFTIETH STREET, SOUTHWEST GRAND RAPIDS MI 49501-1787	MARK FUERCH 800-248-4533
11 33173	K G INTERNATIONAL 8125 NORTHWEST 64 STREET MIAMI FL 33166	K G INTERNATIONAL, INCORPORATED 8125 NORTHWEST 64 STREET MIAMI FL 33166	NICHOLAS GUNIA 305-499-9816
11 724	MATHESON TRI GAS - MIAMI 3 7300 NORTHWEST 58 STREET MIAMI FL 33166	MATHESON TRI GAS 1525 WALNUT HILL LANE, SUITE 100 IRVING TX 75038	IAN FREEDMAN 954-868-1329
11 10267	MCARTHUR DAIRY 6851 NORTHEAST 2 AVENUE MIAMI FL 33138-550	MCARTHUR DAIRY 5000 SAWGRASS CORPORATE PARKWAY SUNRISE FL 33325	BRUCE WINDEATT 305-795-7709
11 31983	MIAMI DADE AVIATION - MIAMI LE JUENE ROAD & NORTHWEST 20 STREET MIAMI FL 33159	MIAMI INTERNATIONAL AIRPORT POST OFFICE BOX 592075 MIAMI FL 33159-	PEDRO F. HERNANDEZ 305-876-7928
11 630	MIAMI DADE SOLID WASTE - RESOURCES RECOVERY FACILITY 6990 NORTHWEST 97 AVENUE MIAMI FL 33178	MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MA 2525 NORTHWEST 62 STREET 5 FLOOR MIAMI FL 33147	JEFF GREINDSDORF 305-593-7000
11 34594	MIAMI DATA CENTER 36 NORTHEAST 2 STREET - UBIQUITOUS MIAMI FL 33132	GLOBAL MIAMI ACQUISITION COMPANY LLC 560 MISSION STREET - SUITE 2900 SAN FRANCISCO CA 94105	JORGE GIUSTI 305-372-3648
11 7224	MILLER MACHINERY AND SUPPLY 127 NORTHEAST 27 STREET MIAMI FL 33137	MILLER MACHINERY AND SUPPLY 127 NORTHEAST 27 STREET MIAMI FL 33137	R W DECKER 305-573-1300
11 661	NAPA AUTO PARTS - MIAMI DISTRIBUTION CENTER 9250 NORTHWEST 58 STREET MIAMI FL 33178-	GENUINE PARTS 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339-	JAKE DENHOLM 305-599-0202
11 28034	NEFF RENTAL - MIAMI 6501 NORTHWEST 77 AVENUE MIAMI FL 33166-	NEFF RENTAL 3750 NORTHWEST 87 AVENUE - SUITE 400 MIAMI FL 33178-	IVAN RAMGOOLAM 305-477-7368

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LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11 33409	NEW CINGULAR WIRELESS - USDA 13601 OLD CUTLER ROAD MIAMI FL 33158	NEW CINGULAR WIRELESS dba A&T MOBILITY POST OFFICE BOX 97061 REDMOND WA 98073	WIRELESS NETWORK CONT 800-832-6662
11 32531	PEER 1 - MIAMI DATA CENTER 2300 NORTHWEST 89 PLACE MIAMI FL 33172	PEER 1 DEDICATED HOSTING INC 555 WEST HASTINGS STREET - SUITE 1600 VANCOUVER BC V6B 4-N5	OMAR COLINA 305-219-8797
11 27436	PREFERRED FREEZER SERVICE OF SOUTH FLORIDA 12855 NORTHWEST 113 COURT MIAMI FL 33178-	PREFERRED FREEZER SERVICES 12855 N W 113 COURT MIAMI FL 33178-	JASON SZCZVTKOWSKI 305-216-4295
11 7413	PUBLIX SUPER MARKETS - MIAMI DISTRIBUTION WAREHOUSE 17900 NORTHWEST MIAMI COURT MIAMI FL 33169	PUBLIX SUPER MARKETS POST OFFICE BOX 407 LAKELAND FL 33802	MIKE DERHONE 305-652-2411
11 32720	QUIRCH FOODS 7600 NORTHWEST 82 PLACE MIAMI FL 33166	QUIRCH FOODS COMPANY POST OFFICE BOX 66-9250 MIAMI FL 33166-9413	HECTOR AEDO 305-691-3535
11 28824	S B C TELECOM - MIAMI 3701 NORTHWEST 82 AVENUE MIAMI FL 33166-	S B C TELECOM POST OFFICE BOX 5095, ROOM 3E000 SAN RAMON CA 94583	DEBORAH TOLA 407-858-8555
11 34901	SAVVIS COMMUNICATIONS - MIAMI 36 NOR THEAST SECOND STREET 1 AND 5 FLOOR MIAMI FL 33121	SAVVIS COMMUNICATIONS CORPORATION ONE SAVVIS PARKWAY TOWN AND COUNT MO 63017	RICK RECONNU 305-370-8108
11 29068	SEARS ROEBUCK AUTO CENTER 1625 NORTHWEST 107 AVENUE MIAMI FL 33172-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 305-470-7828
11 29067	SEARS ROEBUCK AUTO CENTER - 6185 19505 BISCAZYNE BOULEVARD MIAMI FL 33180-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 847-286-7222
11 29069	SEARS ROEBUCK AUTO CENTER - 6875 20701 SOUTH ALLAPATTAH DRIVE MIAMI FL 33189-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 305-378-5195

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11 29066	SEARS ROEBUCK AUTO CENTER - 6915 3655 SOUTHWEST 22 STREET MIAMI FL 33125-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 305-937-7528
11 728	SENTRY INDUSTRIES 5687 NORTHWEST 36 AVENUE MIAMI FL 33142	SENTRY INDUSTRIES 5687 NORTHWEST 36 AVENUE MIAMI FL 33142	GARY KOEN 305-638-0800
11 7186	SOUTHEAST FROZEN FOODS 18770 NORTHEAST 6 AVENUE MIAMI FL 33179-391	SOUTHEAST FROZEN FOODS 18770 NORTHEAST 6 AVENUE MIAMI FL 33179-3916	JAMES PATE 305-636-0201
11 32818	TELEFUTURA NETWORK 1900 NORTHWEST 89 PLACE MIAMI FL 33172	TELEFUTURA NETWORK INC 1900 NORTHWEST 89 PLACE MIAMI FL 33172	OSVALDO CHERNISKY 305-421-2701
11 31125	UNITED STATES POSTAL - L AND DC 1904 NORTHWEST 97 AVENUE MIAMI FL 33172	U S POSTAL SERVICE - SOUTH FLORIDA DISTRICT 1900 WEST ORLANDO PARK BOULEVARD FORT LAUDERDALE FL 33313-9998	LISA V ALDERMAN 305-718-7525
11 10210	UNIVAR U S A - MIAMI 7120 NORTHWEST 74 AVENUE MIAMI FL 33166-282	UNIVAR USA INCORPORATED 17425 UNION HILL ROAD REDMOND WA 98052	HECTER TECERA 305-883-9514
11 737	UNIVERSITY OF MIAMI - ROSENSTIEL SCHOOL CAMPUS 4600 RICKENBACKER CAUSEWAY MIAMI FL 33149-103	UNIVERSITY OF MIAMI POST OFFICE BOX 016960 (R-23) MIAMI FL 33101-	DAVID POWELL 305-361-4832
11 750	VELDA FARMS DAIRIES---750 501 NORTHEAST 181 STREET MIAMI FL 33162-106	VELDA FARMS 501 NORTHEAST 181 STREET MIAMI FL 33162-	RAY BACHELDER 305-652-3720
11 34954	VISTAR OF SOUTH FLORIDA 16295 B NORTH WEST 13TH AVENUE MIAMI FL 33169	VISTAR CORPORATION 12650 EAST ARAHOE ROAD CENTENNIAL CO 80112	ROBERTO SHWARTZ 305-624-5862
11 28255	WINGS AVIATION SERVICE MIAMI INTERNATIONAL AIRPORT - BUILDING 3 MIAMI FL 33159-	WINGS AVIATION SERVICE POST OFFICE BOX 522032 MIAMI FL 33152	GARY FREELAND 305-876-9500

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LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11	X O FLORIDA - NORTH MIAMI	X O COMMUNICATIONS	JOHN MIKE COLDER
26692	16563 NORTHWEST 15 AVENUE MIAMI FL 33169-	2700 SUMMIT AVENUE PLANO TX 75074	305-626-2801
11	BELLSOUTH TELECOMMUNICATIONS - M6204	BELLSOUTH TELECOMMUNICATIONS	BELLSOUTH BLDG SERVICE
5298	6800 HARDING AVENUE MIAMI BEACH FL 33141-382	7825 RED TOP ROAD MACCLENNY FL 32063	800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M6216	BELLSOUTH TELECOMMUNICATIONS	BELLSOUTH BLDG SERVICE
5299	1550 LENOX AVENUE MIAMI BEACH FL 33139-330	7825 RED TOP ROAD MACCLENNY FL 32063	800-411-6944
11	CATERPILLAR LOGISTICS SERVICES	CATERPILLAR INCORPORATED	NICK JONES
28285	15550 NORTHWEST 59 AVENUE--28285 MIAMI LAKES FL 33014-	500 NORTH MORTON AVENUE MORTON IL 61550	305-266-4381
11	AIRBUS TRAINING CENTER	AIRBUS NORTH AMERICA CUSTOMER SERVICES INC	SECURITY DESK
34777	4355 NORTHWEST 36 STREET MIAMI SPRINGS FL 33166-730	4355 NORTHWEST 36 STREET MIAMI SPRINGS FL 33166	305-871-3655
11	BELLSOUTH TELECOMMUNICATIONS - M6123	BELLSOUTH TELECOMMUNICATIONS	BELLSOUTH BLDG SERVICE
5297	25 NAHKODA DRIVE MIAMI SPRINGS FL 33166-445	7825 RED TOP ROAD MACCLENNY FL 32063	800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M6603	BELLSOUTH TELECOMMUNICATIONS	BELLSOUTH BLDG SERVICE
5307	5275 NORTHWEST 36 STREET MIAMI SPRINGS FL 33166-592	7825 RED TOP ROAD MACCLENNY FL 32063	800-411-6944
11	BATTERY SALES	BATTERY SALES	STEVE STEPHENS
5770	12275 NORTHEAST 13 AVENUE NORTH MIAMI FL 33161	12275 NORTHEAST 13 AVENUE NORTH MIAMI FL 33161	-
11	BELLSOUTH TELECOMMUNICATIONS - M6307	BELLSOUTH TELECOMMUNICATIONS	BELLSOUTH BLDG SERVICE
5300	1360 NORTHEAST 127 STREET NORTH MIAMI FL 33167-220	7825 RED TOP ROAD MACCLENNY FL 32063	800-411-6944
11	BELLSOUTH TELECOMMUNICATIONS - M6518	BELLSOUTH TELECOMMUNICATIONS	BELLSOUTH BLDG SERVICE
5305	2101 NORTHEAST 164 STREET NORTH MIAMI BEAC FL 33162-412	7825 RED TOP ROAD MACCLENNY FL 32063	800-411-6944

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LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
11	BELLSOUTH TELECOMMUNICATIONS - M6517 18560 NORTHWEST 27 AVENUE FL 33056-310	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
5304	OPA LOCKA FL 33056-310		
11	BELLSOUTH TELECOMMUNICATIONS - M6701 2660 EAST SUPERIOR STREET FL 33054-406	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
5310	OPA LOCKA FL 33054-406		
11	DON GREENE POULTRY 12701 NORTHWEST 38 AVENUE FL 33054	DON GREENE POULTRY POST OFFICE BOX 541555 OPALOCKA FL 33054	STUART REISMAN 305-687-0000
5772	OPA LOCKA FL 33054		
11	SCHOOL FOOD SERVICE SYSTEMS 12345 NORTHWEST 38 AVENUE FL 33054	SCHOOL FOOD SERVICE 12345 NORTHWEST 38 AVENUE OPALOCKA FL 33054	STUART REISMAN 305-687-0000 EXT 230
33246	OPA LOCKA F 33054		
11	BELLSOUTH TELECOMMUNICATIONS - M2650 16645 SOUTH FEDERAL HIGHWAY FL 33157-344	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
5293	PERRINE FL 33157-344		

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**Attachment C  
FINANCIAL INVOICE FORM  
FOR  
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATES**

RECIPIENT: Miami-Dade County

AGREEMENT # \_\_\_\_\_

	<b>AMOUNT REQUESTED BY THE RECIPIENT</b>	<b>AMOUNT APPROVED BY THE DIVISION</b>
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	\$ _____	\$ _____
<b>TOTAL AMOUNT</b>	<b>\$ _____</b>	<b>\$ _____</b>

(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 D

### HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

<b><u>FACILITY INFORMATION</u></b>
Facility Name {per Attachment C} ( <b>Facility page</b> )
Facility Physical address ( <b>Facility page</b> )
SERC Code identification number {per Attachment C, i.e. SERC#XXXXX} ( <b>Department Field on Facility page</b> )
Latitude & Longitude in degrees/minutes/seconds {i.e. 30.1917 - 84.3621} ( <b>Map Data tab on Facility page</b> )
Facility Emergency Coordinator name, title, phone # {including 24 hr. number} ( <b>Contact tab on Facility page</b> )
Transportation Route(s) {from county line to the facility} ( <b>Notes tab on Facility page</b> )
Evacuation Route(s) to exit the vulnerable zone ( <b>Notes tab on Facility page</b> )
Historical Accident Record {If none, please note} ( <b>Notes tab on Facility page</b> )
<b><u>HAZARD IDENTIFICATION</u></b> (for each Extremely Hazardous Substance on site)
Proper chemical name(s) ( <b>Chemical in Inventory page{s}</b> )
Chemical Abstract Service (CAS) number ( <b>Chemical in Inventory page{s}</b> )
Natural physical state {i.e. mixture, pure, liquid, solid, gas} ( <b>Chemical in Inventory page{s}, Physical State and Quantity tab</b> )
Maximum quantity on-site in pounds ( <b>Chemical in Inventory page{s}, Physical State and Quantity tab</b> )
Amount in largest container or interconnected containers ( <b>Chemical in Inventory page{s}, Physical State and Quantity tab</b> )
Type and design of storage container(s) {i.e. cylinder, steel drum, carboy etc.} ( <b>Chemical in Inventory page{s}, Location tab</b> )
Nature of the hazard {i.e., acute, chronic, fire, pressure etc.} ( <b>Chemical in Inventory page{s}, Physical State and Quantity tab</b> )
<b><u>VULNERABILITY ANALYSIS</u></b> (for each Extremely Hazardous Substance on site)
Estimate vulnerable zone {threat zone} radius ( <b>bottom of Scenario page{s}</b> )
Facility Population {unmanned facilities minimum of one is required for maintenance personnel} ( <b>ID Codes tab on Facility page</b> )
Critical Facilities {name of facilities and max occupancy for each} [if none, please note] ( <b>Notes tab on Scenario page{s}</b> )
Estimate Total Exposed Population(s) {facility + general population + critical facilities} ( <b>Notes tab on Scenario page{s}</b> )
<b><u>RISK ANALYSIS</u></b> (for each Extremely Hazardous Substance on site) ( <b>Scenario page{s}</b> ) <b>The three ratings {Risk Assessment} at the bottom of the SCENARIO PAGE(S) will meet the four requirements below</b>
Rate probability of release {i.e., low, medium or high}
Rate severity of consequences of human injury {i.e., low, medium or high}
Rate severity of consequences of damage to property {i.e., low, medium or high}
Rate severity of consequences of environmental exposure {i.e., low, medium or high}
<b><u>ON-SITE VISITS</u></b> (within the contract period)
Completed hazards analysis site visit certification form ( <b>submitted electronically or hard copy</b> )
<b>Site plan map (submitted electronically) for each facility, with SERC code number and with sufficient detail to identify:</b>
Location of major building(s)
Location of container(s) of Extremely Hazardous Substance(s)
Location of major street(s) and entrance(s)
North arrow

The data in the Facility Information, Hazard Identification, Vulnerability Analysis and Risk Analysis sections noted above shall be submitted electronically in a CAMEO*fm* zip file format.

Attachment E



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

**HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM**

\_\_\_\_\_  
Name of Facility (Please print)

\_\_\_\_\_  
Name of County (Please print)

\_\_\_\_\_  
State Emergency Response Commission (SERC) Code

\_\_\_\_\_  
Name of Facility Representative (Please print)

\_\_\_\_\_  
Facility Representative Signature

\_\_\_\_\_  
Site Visit Date

\_\_\_\_\_  
Name of Inspector (Please print)

\_\_\_\_\_  
Inspector's Signature

\_\_\_\_\_  
Site Visit Date

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

## Attachment F

### Warranties and Representations

#### Financial Management

Recipient's financial management system shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program in accordance with Paragraph (7) and Paragraph (12) of this Agreement.

(2) If applicable, records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.

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

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

(5) If applicable, written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) If applicable, written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records, including cost accounting records that are supported by source documentation.

#### Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective 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, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall 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 Federal 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 herein, 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 sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such 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 at least 9:00 am to 5:00 pm, Monday through Friday.

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.

**End Attachment F**

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

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date