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

Memorandum

Date: October 2, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(E)(1)

From: Carlos A. Gimenez
Mayor

Resolution No. R-775-12

Subject: Resolution for Retroactive Authorization to Apply for, Receive and Expend $30,536 in Grant Funds from the State of Florida, Division of Emergency Management, Bureau Of Preparedness in Fiscal Years 2011-2013 for Hazardous Materials Site Analysis

Recommendation
It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Mayor or the County Mayor's designee to retroactively apply for, receive and expend new grant funds from the State of Florida Division of Emergency Management, Bureau of Preparedness, in the amount of $30,536 for Fiscal Year 2012-13. Because the grant period commences July 1, 2012 and Miami-Dade Fire Rescue was notified on July 18, 2012 that the grant had been awarded, retroactive approval is required. This grant does not require matching or in-kind funds.

Scope
The grant will provide countywide services.

Fiscal Impact/Funding Source
This grant will provide $30,536 in state funds for hazardous site analysis in Fiscal Year 2011-2012 and Fiscal Year 2012-13. The grant does not require any matching or in-kind funds. The funding source is the State of Florida, Division of Emergency Management, Bureau of Preparedness.

Track Record/Monitoring
The grant award will be monitored by Lisset Valledor, Grants Manager, with the Miami-Dade Fire Rescue Department.

Background
Every year, based upon a State of Florida allocation formula, the Florida Division of Emergency Management, Bureau of Preparedness 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. Ratification of this application is necessary because the proposal did not allow time to submit the Resolution to the Board of County Commissioners prior to submitting the application.

Genaro "Chip" Iglesias
Chief of Staff/ Deputy Mayor

/

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: October 2, 2012

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

SUBJECT: Agenda Item No. 8(E)(1)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager'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. 8(E)(1)
10-2-12

RESOLUTION NO. R-775-12

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND $30,536 IN GRANT FUNDS FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, BUREAU OF PREPAREDNESS TO SUPPORT HAZARDOUS MATERIALS SITE ANALYSIS IN FISCAL YEARS 2011-12 AND 2012-13; 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 Division of Emergency Management, Bureau of Preparedness appropriates funds annually to counties based upon a State allocation formula to conduct site-specific hazard analysis and hazardous materials management activities; and

WHEREAS, the State of Florida Division of Emergency Management issues an annual award notification letter informing the counties of the award amount, the scope of the program, and the period of 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 $30,536 in Hazardous Site Analysis Grant funds for the period July 1, 2012 to June 30, 2013 in substantially the form attached hereto and made a part hereof, an original which is on file with the Clerk of the Board; and authorizes the County Mayor or 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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Daniel Frastai

Contract Number: 13-CP-11-11-23-01-XXX

CSFA 31.067

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 - Schedule of 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, including those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or, July 1, 2012, whichever is later, and shall end June 30, 2013, 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 OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(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 - Schedule of 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 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 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:
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

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 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 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 deliverables 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 Scope of Work - Schedule of Deliverables - Schedule of Payments.

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

The Division may impose a penalty equal to one-percent (1%) of the total grant amount, for each occurrence, if any of the deliverables in the Scope of Work - Schedule of Deliverables - Schedule of Payments (Attachment A) are not submitted in a timely manner. The Recipient may request an extension to any deliverable deadline due to extenuating circumstances. The Division

at its discretion may extend any deliverable deadline upon receipt of a written request from the Recipient.

(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, 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 of Work 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 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 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 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 contract manager for this Agreement is:

Mr. Timothy Date
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:_____

(d) 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 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 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 – Scope of Work - Schedule of Deliverables - Schedule of Payments

Attachment B – County Facilities Listing

Attachment C – Financial Invoice Form

Attachment D – Hazards Analysis 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

Attachment H – Statement of Determination

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $30,536.00 subject to the availability of funds.

(b) 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. 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 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.

(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 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.

(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 falls 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:_____

FID# **59-60000573-615**

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By:_____

Name and Title: Bryan W. Koon, 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 $30,536.00.

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

Attachment A

SCOPE OF WORK - SCHEDULE OF DELIVERABLES - SCHEDULE OF PAYMENTS

Purpose

To update the hazards analysis 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. 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 B 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.

B. The completed hazards analysis shall comply 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" at; **http://www.epa.gov/emergencies/docs/chem/tech.pdf**. 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 B 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 2.3 (download from): http://www.epa.gov/emergencies/content/cameo/index.htm**. 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 physical address (no Post Office Box).

   (c) Facility Identification

      (1) Provide the State Emergency Response Commission Code identification number (per Attachment B) in the Department field on the Facilities page in CAMEO.
      (2) Provide 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 route(s) used to transport chemicals to the facility (from the County line to 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

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

(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.

(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 type of storage container of each Extremely Hazardous Substance (i.e., drum, cylinder, tank etc.).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic).

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 cause

irreversible acute health effects or death to human populations following an accidental release.

(b) Facility Population

Provide the maximum number of employees present at the facility at any given time **(MUST BE AT LEAST ONE).**

(c) Critical Facilities

Identify each critical facility by name and maximum expected occupancy within each vulnerable zone (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 within each vulnerable zone (facility employees + general population + critical facilities).

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.

D. Supporting documentation shall be submitted to the Division which lists 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. If the facility no longer has Extremely Hazardous Substances on-site or is below the Threshold Planning Quantity, notify the facility representative of the requirement to submit to the State Emergency Request Commission a;

   (a) Statement of Determination (Attachment H), or

   (b) Letter identifying the date and reason (closed, replaced with less hazardous substance) the Extremely Hazardous Substance is no longer present or below threshold.

E. On-Site Visits

1. 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.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) to the Division with the State Emergency Response Commission Code number included in the file naming convention (SERC12345SV). **Add the site visit certification form to the Site Plan Tab of the Cameo Facilities Page** for each facility visited or contacted.

   (a) **On-Site visit exception for sulfuric acid**

      (1) For facilities listed on Attachment B that report the presence of only sulfuric acid, an initial on-site visit is required and an on-site visit form (Attachment E) 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 the Recipient contacted the facility representative. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance.

      (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in Agreements subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit a completed on-site visit form (Attachment E) to the Division.

3. For each facility that a hazard analysis is conducted, submit a site plan to the Division with the State Emergency Response Commission Code number included in the file naming convention (SERC12345SP). **Add the site plan to the Site Plan Tab of the Cameo Facilities Page.** The site plan shall 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)

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

F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

Scope and Schedule of Deliverables

Deliverable 1:

On or before November 1, 2012, the Recipient shall submit fifty (50) percent of the completed hazards analyses for facilities listed on Attachment B to the Division for review and approval.

Deliverable 2:

On or before February 1, 2013, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses for facilities listed on Attachment to the Division for review and approval.

Deliverable 3:

A. On or before May 15, 2013, the Recipient shall provide the Division one (1) copy (in CAMEO format) of each approved hazards analysis. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.

B. On or before May 15, 2013, the Recipient shall notify all Attachment B facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.

C. Participate in any technical assistance training session that may be required by the Division.

Schedule of Payments

	Payment
Deliverable #1 - 45% of the Agreement Amount	$13,741.20
Deliverable #2 - 45% of the Agreement Amount	$13,741.20
Deliverable #3 - 10% of the Agreement Amount	$3,053.60

Each payment shall be made upon satisfactory completion of the deliverable above and upon receipt of an acceptable Financial Invoice (Attachment C).

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
30568	812178 - FFHX 8571 SOUTHWEST 24 STREET MIAMI, FL 33155	MONICA GAMBINO 724-416-2000	DADE COUNTY	CROWN COMMUNICATION LLC 2000 CORPORATE DRIVE CANONSBURG, PA 15317
30261	812256 - GEFX 330 - 332 WEST 9 STREET HIALEAH, FL 33010	MONICA GAMBINO 724-416-2000	DADE COUNTY	CROWN COMMUNICATION LLC 2000 CORPORATE DRIVE CANONSBURG, PA 15317
455	A A R LANDING GEAR CENTER 9371 NORTHWEST 100 STREET MIAMI, FL 33178	AGUSTIN GARCIA 305-887-4027	DADE COUNTY	A A R LANDING GEAR CENTER 9371 NORTHWEST 100 STREET MIAMI, FL 33178
20646	A T AND T MOBILITY - HJOX 12224 SOUTHWEST 114 PLACE MIAMI, FL 33176-4474	(MNRC REGIONAL NOC 404-906-6200	DADE COUNTY	A T AND T MOBILITY LLC ,
26248	A T AND T MOBILITY - HGHW 6090 NORTHWEST 102ND AVENUE MIAMI, FL 33178	Hotline EHS 8005669347	DADE COUNTY	A T AND T MOBILITY LLC ,
460	AEROTHRUST 5300 NORTHWEST 36 STREET MIAMI, FL 33152	CARLOS CARRERA 305-205-8553	DADE COUNTY	AEROTHRUST 5300 NORTHWEST 36TH STREET MIAMI, FL 33152
34777	AIRBUS AMERICAS CUSTOMER SERVICES INC. / AIRBUS TRAINING CENTER 4355 NORTHWEST 36 STREET MIAMI SPRINGS, FL 33166-7302	Airbus Security Desk Airbus 305-876-6777	DADE COUNTY	AIRBUS AMERICAS CUSTOMER SERVICES INC 4355 NW 36th St Miami Springs, Fl 33166
24089	AIRGAS USA, LLC. (formerly Airgas South, Inc.) - MIAMI SO23 SO84 9030 NORTHWEST 58 STREET DORAL, FL 33178-1608	ALDO CARASA 305-470-8933	DADE COUNTY	AIRGAS USA, LLC 9030 NORTHWEST 58TH STREET DORAL, FL 33178
34926	ALIENWARE CORPORATE HEADQUARTERS 14591 SOUTHWEST 120 STREET MIAMI, FL 33186	No number listed	DADE COUNTY	ALIENWARE CORPORATE HEADQUARTERS NULL NULL, NULL NULL
8247	ALLIED PLATING SUPPLIES 5000 EAST 10 COURT HIALEAH, FL 33013	John Franzosa 305-336-2306	DADE COUNTY	ALLIED PLATING SUPPLIES ,
38416	ANIXTER - MIAMI 10051 NORTHWEST 99TH AVENUE, #5 MEDLEY, FL 33178	BRYAN GRECCO 786-206-7535	DADE COUNTY	ANIXTER INCORPORATED 10051 NORTHWEST 99TH AVENUE, #5 MEDLEY, FL 33178

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
21088	AT&T - FL1553 100 NORTH BISCAYNE BOULEVARD MIAMI, FL 33132-2306	PAUL ROBERTS 305-623-8981	DADE COUNTY	A T AND T CORPORATION ,
26193	AT&T - FL2880 460 NORTHEAST 215 STREET MIAMI, FL 33179-	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	A T AND T CORPORATION ,
502	AT&T - FLG590 13 NORTHWEST 6 STREET MIAMI, FL 33136	PAUL ROBERTS 305-623-8981	DADE COUNTY	A T AND T CORPORATION ,
5770	BATTERY SALES 12275 NORTHEAST 13 AVENUE NORTH MIAMI, FL 33161	David Good 786-412-5840	DADE COUNTY	BATTERY SALES 12275 ne 13 ave n. miami, fl 33161
30549	BELLSOUTH - M6077 600 NORTHWEST 79 AVENUE MIAMI, FL 33126-4018	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5280	BELLSOUTH - M2109 87 WEST WOOD DRIVE KEY BISCAYNE, FL 33149-2512	BRIAN PROPHET 858-886-2115	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5288	BELLSOUTH - M2609 14475 SOUTHWEST 264TH STREET HOMESTEAD, FL 33032-7418	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5289	BELLSOUTH - M2625 75 NORTHEAST CIVIC COURT HOMESTEAD, FL 33030-6007	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
22282	BELLSOUTH - M3906 9405 OLD DIXIE HIGHWAY MIAMI, FL 33156-2816	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5297	BELLSOUTH - M6123 25 Nahkoda Drive/POINCIANA MIAMI SPRINGS, FL 33166-4459	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
5299	BELLSOUTH - M6216 1550 LENOX AVENUE MIAMI BEACH, FL 33139-3304	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5302	BELLSOUTH - M6506 18400 NORTHEAST 5 AVENUE MIAMI, FL 33179-4539	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5303	BELLSOUTH - M6513 19251 NORTHEAST 26TH AVE MIAMI, FL 33180-2641	PAUL PITTMAN 228-229-6664	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5309	BELLSOUTH - M6612 1380 NORTHWEST 21 STREET MIAMI, FL 33142-7728	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5310	BELLSOUTH - M6701 2660 EAST SUPERIOR STREET OPA LOCKA, FL 33054-4065	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5311	BELLSOUTH - M6702 1245 WEST 69 STREET HIALEAH, FL 33014-4565	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5284	BELLSOUTH - ME277 15000 NORTH KENDALL DRIVE MIAMI, FL 33196-1304	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5301	BELLSOUTH - M6316 8451 NORTHEAST 1 AVENUE MIAMI, FL 33138-3703	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5305	BELLSOUTH - M6518 2100 NORTHEAST 164 STREET MIAMI, FL 33162-4125	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
18929	BELLSOUTH - ME036 444 NORTHWEST 79 AVENUE MIAMI, FL 33126-4015	NESTOR UMANDAP 305-260-8502	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,

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ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
5283	BELLSOUTH - ME172 1155 SOUTHWEST 67 AVENUE MIAMI, FL 33144-4715	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5285	BELLSOUTH - M2506 6100 SOUTHWEST 57TH AVENUE MIAMI, FL 33143-2347	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5286	BELLSOUTH - M2521 2010 SOUTHWEST 17 AVENUE MIAMI, FL 33145-2704	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5287	BELLSOUTH - M2523 115 ALHAMBRA CIRCLE CORAL GABLES, FL 33134-4502	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5293	BELLSOUTH - M2650 16645 SOUTH FEDERAL HIGHWAY PERRINE, FL 33157-3442	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
18930	BELLSOUTH - M6068 2301 SOUTHWEST 100 AVENUE MIAMI, FL 33165-7537	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5295	BELLSOUTH - M6104 2615 NORTHWEST 79 STREET MIAMI, FL 33147-4933	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5296	BELLSOUTH - M6121 9056 NORTHWEST 41 STREET MIAMI, FL 33178-2408	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5298	BELLSOUTH - M6204 6800 HARDING AVENUE MIAMI BEACH, FL 33141-3827	LUIS LARRAZABAL 305 260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5300	BELLSOUTH - M6307 1360 NORTHEAST 127 STREET MIAMI, FL 33167-2206	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,

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ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
5304	BELLSOUTH - M6517 18560 NORTHWEST 27 AVENUE MIAMI GARDENS, FL 33056-3105	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5306	BELLSOUTH - M6601 2470 NORTHWEST 38 STREET MIAMI, FL 33142-5370	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5307	BELLSOUTH - M6603 5275 NORTHWEST 36 STREET MIAMI , FL 33166-5923	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5308	BELLSOUTH - M6606 2105 NORTHWEST FLAGLER STREET MIAMI, FL 33125-5307	LUIS LARRAZABAL 305-260-8386	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5282	BELLSOUTH - ME037 45 NORTHWEST 5 STREET MIAMI, FL 33128-1809	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
22268	BELLSOUTH - ME039 10701 SOUTHWEST 88 STREET MIAMI, FL 33176-1415	JOANN DUNMOYER 305-260-9694	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
5281	BELLSOUTH - ME251 251 NORTHWEST 29 STREET MIAMI, FL 33127-3911	PAUL ROBERTS 305-623-8981	DADE COUNTY	BELLSOUTH TELECOMMUNICATIONS ,
517	BEVERAGE CORPORATION INTERNATIONAL 3550 NORTHWEST 110th STREET MIAMI, FL 33167	Janell Bellinger 305-714-7091	DADE COUNTY	NATIONAL BEVERAGE CORPORATION 3550 NORTHWEST 110th STREET MIAMI, FL 33167
32210	BILTMORE HOTEL 1200 ANASTASIA AVENUE CORAL GABLES, FL 33134-6300	EDMUNDO PEREZ 305-445-1926	DADE COUNTY	THE BILTMORE HOTEL LP ,
32225	BURGER KING CORPORATE OFFICES 5505 BLUE LAGOON DRIVE MIAMI, FL 33126	John Hefty 786-256-4825	DADE COUNTY	BURGER KING CORPORATION 5505 BLUE LAGOON DRIVE MIAMI, FL 33126
36748	CARISAM SAMUEL MEISEL 10900 NORTHWEST 27 STREET MIAMI, FL 33172	GARY GRIMES 305-591-3993	DADE COUNTY	CARISAM SAMUEL MEISEL FL INC ,

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
7203	CITY OF FLORIDA CITY - WTP 467 NORTHWEST 6 AVENUE HOMESTEAD, FL 33030-	TRACY MOORE 305-248-6855	DADE COUNTY	CITY OF FLORIDA CITY 467 NORTHWEST 6 AVENUE FLORIDA CITY, FL 33034
538	CITY OF HOMESTEAD - STATION 5 / HARRIS FIELD 400 NORTHEAST 12 AVENUE HOMESTEAD, FL 33030	STEVE ANDERSON 3052244790	DADE COUNTY	CITY OF HOMESTEAD 790 NORTH HOMESTEAD BLVD HOMESTEAD, FL 33030
539	CITY OF HOMESTEAD - STATION 6 / HARRIS FIELD 1034 NORTHEAST 8 STREET HOMESTEAD, FL 33030	STEVEN ANDERSON 3052244790	DADE COUNTY	CITY OF HOMESTEAD 790 NORTH HOMESTEAD BLVD. HOMESTEAD, FL 33030
540	CITY OF HOMESTEAD - WITTKOP PARK 505 NORTHWEST 9 STREET HOMESTEAD, FL 33030	STEVEN ANDERSON 3052244790	DADE COUNTY	CITY OF HOMESTEAD 790 NORTH HOMESTEAD BLVD. HOMESTEAD, FL 33030
38833	COCA-COLA REFRESHMENTS USA INC - BRISTOL HUB WAREHOUSE 15600 NORTHWEST 16 COURT MIAMI, FL 33169	Cynthia Allison 770-200-8786	DADE COUNTY	COCA - COLA REFRESHMENTS USA INC NULL NULL, NULL NULL
35074	Coca-Cola Refreshments USA, Inc. - MIAMI 16569 SOUTHWEST 117 AVENUE MIAMI, FL 33177	JASON HINSPETER 305-213-6392	DADE COUNTY	COCA - COLA REFRESHMENTS USA INC 16569 SW 117th Avenue Miami, FL 33177
32265	COMBINED SERVICES 2358 NORTHWEST 151 STREET OPA LOCKA, FL 33054-2712	David L Graumlich 305 685 7219 114	DADE COUNTY	COMBINED SERVICES INC 2358 nw 151 st Opa Locka, FL 33054
31438	COMCAST OF GREATER FLORIDA / GEORGIA, INC. - 30 9825 SOUTHWEST 72 STREET MIAMI, FL 33173	Mike Tamas 954-534-7203	DADE COUNTY	COMCAST CABLE COMMUNICATIONS LLC - 1 ,
35584	CORESITE - MIAMI EXCHANGE 2115 NORTHWEST 22 STREET - SUITE MIAMI, FL 33142	Lee McDaniel 305-326-9228	DADE COUNTY	CORESITE REAL ESTATE 2115 NW 22nd Street, L.L.C. 2112 NW 22nd Street Miami, Fl 33142
36407	COSTCO WHOLESALE - STORE 1023 13450 SOUTHWEST 120 STREET KENDALL, FL 33186	Terry Donohue 321-377-4032	DADE COUNTY	COSTCO WHOLESALE CORPORATION 13410 SW 120th Street Kendall, FL 33186

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ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
36460	CV MIAMI 74TH ST LLC 3400 NORTHWEST 74 AVENUE - WAREHOUSE MIAMI, FL 33126	Soribe Urdaneta 305 591 4300 403	DADE COUNTY	CV MIAMI 74TH ST LLC 3400 NW 74th St, LLC Miami, Fl 33122
5772	DON GREENE POULTRY 12701 NORTHWEST 38 AVENUE OPA LOCKA, FL 33054	Gene Kliger (305) 652-7400	DADE COUNTY	DON GREENE POULTRY 12701 NW 38th Ave Opa Locka, FL 33054
20916	DORAL GOLF RESORT AND SPA 8930 NORTHWEST 58 STREET MIAMI, FL 33178-2101	Darrin Helfrick 305-218-7319	DADE COUNTY	DORAL GOLF RESORT AND COUNTRY CLUB 4400 NW 87th Avenue Miami, FL 33178
33562	DORAL GOLF RESORT AND SPA - MIAMI 4801 NORTHWEST 107 AVENUE MIAMI , FL 33178	Darrin Helfrick 305-218-7319	DADE COUNTY	DORAL GOLF RESORT AND COUNTRY CLUB 4400 NORTHWEST 87 AVENUE MIAMI, FL 33178
509	EARTH FRIENDLY PRODUCTS 14810 NORTHWEST 24 COURT OPA LOCKA, FL 33054-	VAN VLAHAKIS 305-687-7300	DADE COUNTY	EARTH FRIENDLY PRODUCTS 14810 NORTHWEST 24 COURT OPA LOCKA, FL 33054-
31577	FLORIDA FRESH SEAFOOD 7337 NORTHWEST 37 AVENUE MIAMI, FL 33147	No number listed	DADE COUNTY	GREEN COLD STORAGE CORPORATION- DBA FLORIDA SEAFOO NULL NULL, NULL NULL
7116	FLORIDA PLANTATION COLD STORAGE 501 NORTHEAST 183 STREET—7116 MIAMI, FL 33179-	No number listed	DADE COUNTY	FLORIDA PLANTATION COLD STORAGE NULL NULL, NULL NULL
582	FLORIDA POWER AND LIGHT - CUTLER POWER PLANT 14925 SOUTHWEST 67 AVENUE MIAMI, FL 33158	GARY W. ANDERSEN 305-242-3826	DADE COUNTY	FLORIDA POWER AND LIGHT 14925 SOUTHWEST 67 AVENUE MIAMI, FL 33158
32890	FLORIDA POWER AND LIGHT - MIAMI SERVICE CENTER AND SUBSTATION/RADIO TOWER 122 SOUTHWEST 3 STREET MIAMI, FL	LEROY HUBBS 305-377-6112	DADE COUNTY	FLORIDA POWER AND LIGHT 122 SOUTHWEST 3DR STREET MIAMI, FL 33130
583	FLORIDA POWER AND LIGHT - TURKEY POINT PLANT 9760 SOUTHWEST 344 STREET HOMESTEAD, FL 33035	Gabriel Mendoza (305) 246-6492	DADE COUNTY	FLORIDA POWER AND LIGHT
32446	FREEDOM FRESH 8901 NORTHWEST 33 STREET - SUITE 100 MIAMI, FL 33172	No number listed	DADE COUNTY	FREEDOM FRESH LLC NULL NULL, NULL NULL

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
32451	GENERAL HOTEL AND RESTAURANT SUPPLY 13900 NORTHWEST 82 AVENUE HIALEAH, FL 33016	Leonard Davis 305-885-8651	DADE COUNTY	GENERAL HOTEL AND RESTAURANT SUPPLY CORPORATION 13900 NW 82 Ave Miami, FL 33016
34594	Global Miami Acquisition Company, LLC 36 NORTHEAST 2nd STREET - FLOORS 1 / 6 / ROOF MIAMI, FL 33132-2113	Lisa Johnson 305-372-3648	DADE COUNTY	Global Miami Acquisition Company, LLC 36 NORTHEAST 2ND STREET MIAMI, FL 33132
27429	GORDON FOOD SERVICE 2850 Northwest 120 Terrace Miami, FL 33167	Javier Otero 3058109851	DADE COUNTY	GORDON FOOD SERVICE, LLC 2850 Northwest 120 Terrace Miami, FL 33167
7113	GORDON FOOD SERVICE - 7113 3301 NORTHWEST 125 STREET MIAMI, FL 33167	Javier Otero 3058109851	DADE COUNTY	GORDON FOOD SERVICE, LLC 2850 Northwest 120 Terrace Miami, FL 33167
36343	GOYA FOODS - MIAMI 13300 NORTHWEST 25TH STREET MIAMI, FL 33185	LUIS BENITEZ 305-592-4093	DADE COUNTY	GOYA FOODS OF FLORIDA 1900 NORTHWEST 92ND AVENUE MIAMI, FL 33172
38862	HEARTWARE INC - OPERATIONS AND MANUAFACTURING 14000 NORTHWEST 57 COURT MIAMI LAKES, FL 33014	ANDRES TOLEDO 305-818-4128	DADE COUNTY	HEARTWARE INC 14000 NORTHWEST 57 COURT MIAMI LAKES, FL 33014
33843	HOME DEPOT USA - 0202 1590 WEST 49 STREET HIALEAH, FL 33012	Jose Gutierrez 305-827-6693	DADE COUNTY	THE HOME DEPOT USA, INC ,
33813	HOME DEPOT USA - 0206 11305 SOUTHWEST 40 STREET MIAMI, FL 33165	Roberto Rojas 305-552-9005	DADE COUNTY	THE HOME DEPOT USA, INC ,
33863	HOME DEPOT USA - 0277 3030 SOUTHWEST 8th STREET MIAMI, FL 33135	Alberto Contreras 305-643-3777	DADE COUNTY	THE HOME DEPOT USA, INC ,
32507	HOME DEPOT USA - 6322 12055 BISCAYNE BOULEVARD MIAMI, FL 33181	Christian Crippen 305-981-2959	DADE COUNTY	THE HOME DEPOT USA, INC ,
33986	HOME DEPOT USA - 6355 33001 SOUTH DIXIE HIGHWAY FLORIDA CITY, FL 33034	FERNANDO SANTIAGO 786-243-9370	DADE COUNTY	THE HOME DEPOT USA, INC ,
34739	HOME DEPOT USA - 6856 2999 SOUTHWEST 32nd AVENUE MIAMI, FL 33133	THYRICK PITTS 305-443-3534	DADE COUNTY	THE HOME DEPOT USA, INC ,

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
33173	K G INTERNATIONAL, INC 8125 NORTHWEST 64 STREET MIAMI, FL 33166	MATT GUNIA 305-409-1552	DADE COUNTY	K G INTERNATIONAL, INCORPORATED 8125 NW 64 STREET MIAMI, FL 33166
38519	LA GORCE COUNTRY CLUB 5685 ALTON ROAD MIAMI BEACH, FL 33140	MANNY DEL ROSARIO 305-867-2503	DADE COUNTY	LA GORCE COUNTRY CLUB INC 5685 ALTON ROAD MIAMI BEACH, FL 33140
36866	LAGASSE INC - MIAMI 10801 NORTHWEST 103RD STREET - SUITE 21 MIAMI, FL 33178	ALFREDO MANTILLA 305-863-6300	DADE COUNTY	LAGASSE INC 10801 Northwest 103 St. Suite 21 Miami, FL 33178
28615	LEVEL 3 COMMUNICATIONS - MIAMFL2W 200 SOUTHEAST 1ST STREET - 9TH and 10TH FLOORS MIAMI, FL 33131-1909	Steve Mako 954-658-9203	DADE COUNTY	LEVEL 3 COMMUNICATIONS 2121 WEST PROSPECT ROAD TAMARAC, FL 33309
34235	LEVEL 3 COMMUNICATIONS - MIAMI POP 36 NORTHEAST 2 STREET - SUITE MIAMI, FL 33132	Steve Mako 954-658-9203	DADE COUNTY	LEVEL 3 COMMUNICATIONS 2121 WEST PROSPECT ROAD TAMARAC, FL 33309
33747	MAC PAPERS - MIAMI 5900 NORTHWEST 176 STREET MIAMI, FL 33015-5108	David Knop 305-362-9699	DADE COUNTY	MAC PAPERS INC 5900 NW 176th Street Miami, FL 33015
724	MATHESON - MIAMI 3 7320 NORTHWEST 58 STREET MIAMI, FL 33166	Carl Latacz 305-796-8461	DADE COUNTY	MATHESON ,
10267	MCARTHUR DAIRY 6853 NORTHEAST 2 AVENUE MIAMI, FL 33138-5503	Ray Ramos 954-805-3475	DADE COUNTY	MCARTHUR DAIRY 6851 NE 2ave Miami, Fl 33138
5069	MERCK 13900 NORTHWEST 57 COURT MIAMI LAKES, FL 33014	Jose A Alvarez 305-698-4940	DADE COUNTY	Merck 13900 North West 57th Court Miami Lakes, FL 33014
31983	MIAMI DADE AVIATION - MIAMI LE JUENE ROAD & NORTHWEST 20 STREET MIAMI, FL 33159	German Hernandez 305-514-6666	DADE COUNTY	MIAMI INTERNATIONAL AIRPORT NULL NULL, NULL NULL
630	MIAMI DADE SOLID WASTE - RESOURCES RECOVERY FACILITY 6990 NORTHWEST 97 AVENUE MIAMI, FL 33178	CHARLES SCHULTZ 305-593-7268	DADE COUNTY	MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGE 6990 NORTHWEST 97 AVENUE MIAMI, FL 33178
661	NAPA DISTRIBUTION CENTER - MIAMI 9250 NORTHWEST 58 STREET MIAMI, FL 33178-	JAKE DENHOLM 305-599-0202	DADE COUNTY	GENUINE PARTS COMPANY ,

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ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
38570	NOAA - NATIONAL WEATHER SERVICE - FUI BRANCH 11691 SOUTHWEST 17 STREET MIAMI, FL 33165	NEAL LYNCH 305-229-4507 305-786-8435	DADE COUNTY	U.S. DEPT OF COMMERCE - NOAA - NATIONAL WEATHER SE 11691 SOUTHWEST 17 STREET MIAMI, FL 33165
38975	NUNEZ FOODS INC - EAST BLDG 6960 NORTHWEST 36 AVENUE MIAMI, FL 33147	NELSON MENESES 305-693-1300	DADE COUNTY	NUNEZ FOODS INC 7007 NORTHWEST 37 AVENUE MIAMI, FL 33147
38932	OHL 12300 NORTHWEST 32ND AVENUE MIAMI, FL 33167	EDWARD ROMONDE 786-413-0749	DADE COUNTY	OZBURN-HESSEY LOGISTICTS 12300 NORTHWEST 32ND AVENUE MIAMI, FL 33167
32531	PEER 1 - MIAMI DATA CENTER 2300 NORTHWEST 89 PLACE DORAL, FL 33172-2431	Omar Colina 305-717-6627	DADE COUNTY	PEER 1 NETWORK (USA) INC ,
3244	PEPSI COLA BOTTLING OF MIAMI 7777 NORTHWEST 41 STREET DORAL, FL 33166-6509	MANUEL PERDOMO 305-593-7535	DADE COUNTY	PEPSI COLA BOTTLERS OF MIAMI 7777 NORTHWEST 41ST DORAL, FL 33166
33774	PERFORMANCE TEAM 7101 NORTHWEST 32 AVENUE MIAMI, FL 33147	JEFFRY LEVINE 305-836-3330	DADE COUNTY	PERFORMANCE TEAM FREIGHT SYSTEMS INC 7101 NORTHWEST 32 AVENUE MIAMI, FL 33147
36603	PERRY ELLIS INTERNATIONAL 3000 NORTHWEST 107 AVENUE MIAMI, FL 33172	JOSEPH ROISMAN 3055922830	DADE COUNTY	PERRY ELLIS INTERNATIONAL 3000 NORTHWEST 107 AVENUE MIAMI, FL 33172
31158	PREFERRED FREEZER SERVICE OF MEDLEY 13700 NORTHWEST 115 AVENUE MEDLEY, FL 33178	Gilbert Perez 413-304-9710	DADE COUNTY	PREFERRED FREEZER SERVICE OF MEDLEY 13700 NW 115th Ave Medley, FL 33178
27436	PREFERRED FREEZER SERVICE OF SOUTH FLORIDA 12855 NORTHWEST 113 COURT MIAMI, FL 33178-	JASON SZCZUTKOWSKI 305-885-2200 3402	DADE COUNTY	PREFERRED FREEZER SERVICES - 23962 12855 NW 113th Court MIAMI, Fl 33178
7413	PUBLIX SUPER MARKETS - MIAMI DISTRIBUTION WAREHOUSE 17900 NORTHWEST MIAMI COURT MIAMI, FL 33169	Ramon Rondon 305-770-3301	DADE COUNTY	PUBLIX SUPER MARKETS 17900 NORTHWEST MIAMI COURT MIAMI, FL 33169
32720	QUIRCH FOODS 7600 NORTHWEST 82 PLACE MIAMI, FL 33166	No number listed	DADE COUNTY	QUIRCH FOODS COMPANY NULL NULL, NULL NULL

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
36221	RIVIERA COUNTRY CLUB 1155 BLUE ROAD MIAMI, FL 33146	ERIC VON HOFEN 305-666-7767	DADE COUNTY	RIVIERA COUNTRY CLUB OF CORAL GABLES FLORIDA 1155 blue road coral gables, fl 33146
34901	SAVVIS COMMUNICATIONS - MIAMI 36 NORTHEAST SECOND STREET 1 AND 5 FLOOR MIAMI, FL 33122	Brett Winebarger 7036734509	DADE COUNTY	Savvis, A CenturyLink Company 45901 Nokes Boulevard Sterling, VA 20166
30141	SAVVIS COMMUNICATIONS - MIAMI - PRIOR NAME CABLE AND WIRELESS USA 36 NORTHEAST 2 STREET - 7TH FLOOR MIAMI, FL 33132	Brett Winebarger 703-220-3614	DADE COUNTY	CABLE AND WIRELESS USA ,
29068	SEARS ROEBUCK AUTO CENTER - 6389 1625 NORTHWEST 107 AVENUE MIAMI, FL 33172-	Celia Gresberg 954-205-7942	DADE COUNTY	SEARS ROEBUCK AND COMPANY ,
29067	SEARS ROEBUCK AUTO CENTER - 6185 19505 BISCAYNE BOULEVARD MIAMI, FL 33180-	Marcos Avellan 904-635-6085	DADE COUNTY	SEARS ROEBUCK AND COMPANY ,
29069	SEARS ROEBUCK AUTO CENTER - 6875 20701 SOUTH ALLAPATTAH DRIVE MIAMI, FL 33189-	Rhina Rubio 305-323-8742	DADE COUNTY	SEARS ROEBUCK AND COMPANY ,
29066	SEARS ROEBUCK AUTO CENTER - 6915 3655 SOUTHWEST 22 STREET MIAMI, FL 33125-	Adrian Fernandez 305-926-3717	DADE COUNTY	SEARS ROEBUCK AND COMPANY ,
29054	SEARS ROEBUCK AUTO CENTER - 6956 1625 WEST 49 STREET HIALEAH, FL 33012-	Jeanne Gammill 954-961-2392	DADE COUNTY	SEARS ROEBUCK AND COMPANY ,
728	SENTRY INDUSTRIES 5687 NNW 36th AVENUE MIAMI, FL 33142	Gary L Koen 305-638-0800	DADE COUNTY	SENTRY INDUSTRIES 5687 NW 36th Avenue Miami, FL 33142
33246	SHERWOOD FOOD DISTRIBUTORS - SCHOOL FOOD SERVICE SYSTEMS 12345 NORTHWEST 38 AVENUE OPA LOCKA, FL 33054	Leo Gutierrez (305) 652-7400 2208	DADE COUNTY	SHERWOOD FOOD DISTRIBUTORS LLC 12345 N.W 38th Ave Opa Locka, FL 33054
7186	SOUTHEAST FROZEN FOODS 18770 NORTHEAST 6 AVENUE MIAMI, FL 33179-3916	Lyndon Valerie 305-652-4622 1219	DADE COUNTY	SOUTHEAST FROZEN FOODS 18770 NE 6th Avenue Miami, FL 33179

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ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
30743	SPRINT - MIAMI NAP 50 NORTHEAST 9 STREET - SUITE 450 MIAMI, FL 33132	Cathy Jo Stafford 407-252-7732	DADE COUNTY	SPRINT P.O. Box 7994 Shawnee Mission, KS 66207
25538	SPRINT - MIAMI PCS SWITCH 1050 NORTHWEST 167 STREET MIAMI, FL 33169-5316	Cathy Jo Stafford 407-252-7732	DADE COUNTY	SPRINT P.O. Box 7994 Shawnee Mission, KS 66207
741	SPRINT - MIAMI POP 7880 BISCAYNE BOULEVARD MIAMI, FL 33138-	Cathy Jo Stafford 407-252-7732	DADE COUNTY	SPRINT P.O. Box 7994 Shawnee Mission, KS 66207
38174	SUNBELT RENTALS - PC 115 NE MAIMI 65 NORTHEAST 27TH STREET MAIMI, FI 33137	MIKE CROUCH 704-222-2484	DADE COUNTY	SUNBELT RENTALS INC
33759	SUPREME INTERNATIONAL 7525 NORTHWEST 48 STREET MIAMI, FL 33166	JOPESPH ROISMAN 850-873-1251 EVP OF OPERATERS	DADE COUNTY	SUPREME INTERNATIONAL LLC
33908	SWISS CHALET FINE FOODS 9455 NORTHWEST 40 STREET ROAD MIAMI, FL 33178	NAZ BALSARA 305-592-0008	DADE COUNTY	SCFF LLC d/b/a SWISS CHALET FINE FOODS
31210	SYSCO SOUTH FLORIDA - MEDLEY 12500 SYSCO WAY MEDLEY, FL 33178	Kerck Jadotte 305-219-0898	DADE COUNTY	SYSCO SOUTH FLORIDA Inc. 12500 SYSCO WAY MEDLEY, FL 33178
18834	TARMAC AMERICA - PENNSUCO PLANTS 11000 NORTHWEST 121 WAY MEDLEY, FL 33178-1009	Muhammad Khan 561-248-9626	DADE COUNTY	TARMAC AMERICA LLC 455 FAIRWAY DRIVE DEERFIELD BEACH, FL 33441
32818	TELEFUTURA NETWORK 1900 NORTHWEST 89 PLACE MIAMI, FL 33172	Luis Fernandez-Roche 305-421-2500	DADE COUNTY	TELEFUTURA NETWORK INC 1900 NW 89th Place Doral, FL 33172
36547	TIGER DIRECT - DADELAND 7440 NORTH KENDALL DRIVE MIAMI, FL 33156	Pamela Vasquez 305-415-2791	DADE COUNTY	TIGER DIRECT INC NULL NULL, NULL NULL
36543	TIGER DIRECT - FALLS 14951 SOUTH DIXIE HIGHWAY MIAMI, FL 33176	Pamela Vasquez 305-415-2791	DADE COUNTY	TIGER DIRECT INC NULL NULL, NULL NULL
36028	TIGER DIRECT - FLAGLER 7795 WEST FLAGLER STREET MIAMI, FL 33144	Pamela Vasquez 305-415-2791	DADE COUNTY	TIGER DIRECT INC NULL NULL, NULL NULL

ATTACHMENT B - MIAMI - DADE COUNTY- SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
31982	TROJAN BATTERY COMPANY - SAFE-START LLC - MEDLEY 13130 NORTHWEST 113 COURT - BAY 1 MEDLEY, FL 33178	ARIEL HERRERA 305-863-0046 305-525-2540	DADE COUNTY	TROJAN BATTERY COMPANY - SAFE-START, LLC ,
730	U S HOLDINGS - UNITED STATES FOUNDRY AND PRECAST 8351 NORTHWEST 93 STREET MEDLEY, FL 33166-	DOUG LINNE 305-805-8296	DADE COUNTY	U S HOLDINGS 8351 NORTHWEST 93 STREET MEDLEY, FL 33166
36891	UNITED AIRLINES - MIAMI MIAMI INTERNATIONAL AIRPORT 2260 N.W. 66th Ave, suite 217 Blding 701 MIAMI, FL 33159	Ken Gordon 786 382 2200	DADE COUNTY	UNITED AIRLINES 2260 N.W. 66th Ave Suite 217 Bldg 701 Miami, FL 33122
31125	UNITED STATES POSTAL SERVICE - MIAMI L&DC 1904 NORTHWEST 97 AVENUE MIAMI, FL 33172	No number listed	DADE COUNTY	U S Postal Service Florida NULL NULL, NULL NULL
38029	UNIVAR U S A - MIAMI STOCKPOINT 7120 NORTHWEST SEVENTYFOURTH AVENUE MIAMI, Fl 33166	DWAYNE WRIGHT (305) 883-9514	DADE COUNTY	UNIVAR USA INCORPORATED 7120 NORTHWEST 74 AVENUE MIAMI, FL 33166
33752	VALASSIS DIRECT MAIL - MIAMI BRANCH 5890 NORTHWEST 163 STREET HIALEAH, FL 33014-5600	FERNANDO REIXACH 305-341-9537	DADE COUNTY	VALASSIS DIRECT MAIL ,
750	VELDA FARMS DAIRIES---750 501 NORTHEAST 181 STREET MIAMI, FL 33162-1067	Richard King 863-258-5887	DADE COUNTY	BORDEN DAIRY COMPANY OF FLORIDA LLC 501 NORTHEAST 181 STREET MIAMI, FL 33162
34954	VISTAR OF SOUTH FLORIDA 16295 NORTH WEST 13 AVENUE MIAMI, FL 33169	ROBERTO SHWARTZ 305-624-5862	DADE COUNTY	VISTAR CORPORATION ,
36209	WINDSTREAM NUVOX - MIAMI CENTRAL OFFICE 18504 NORTHEAST 5 AVENUE NORTH MIAMI BEACH, FL 33179	TOM MITCHELL 407-835-0520	DADE COUNTY	WINDSTREAM COMMUNICATIONS 18504 NORTHEAST 5 AVENUE NORTH MIAMI BEACH, FL 33027
26692	X O FLORIDA - NORTH MIAMI 16563 NORTHWEST 15 AVENUE MIAMI, FL 33169-	JOHN MIKE COLDER 305-626-2801 866-966-8675	DADE COUNTY	X O COMMUNICATIONS ,

Attachment C
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Miami-Dade County AGREEMENT# 13-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 completed/submitted)	$_____	$_____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
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 D

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

	FACILITY INFORMATION
	Facility Name (per Attachment B) **(Facility page)**
	Facility Physical address **(Facility page)**
	SERC Code identification number (per Attachment B, SERC123456) **(Department Field on Facility page)**
	Latitude & Longitude in decimal/degrees (ex. 30.1917 - 84.3621) **(Map Data tab on Facility page)**
	Facility Emergency Coordinator name, title, phone # (including 24 hr. 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)**
	HAZARD IDENTIFICATION **(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))**
	Natural physical state (ex. mixture, pure, liquid, solid, 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)**
	Amount in largest container or interconnected containers **(Chemical in Inventory page(s), Physical State and Quantity tab)**
	Type and design of storage container(s) (ex. cylinder, steel drum, carboy 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 **(for each Extremely Hazardous Substance on site)**
	Estimate vulnerable zone (threat zone) radius **(bottom of Scenario page(s))**
	Facility Population (unmanned facilities minimum of one is required for maintenance personnel) **(ID Codes tab on Facility page)**
	Critical Facilities (name of facilities and max occupancy for each) [if none, please note] **(Notes tab on Scenario page(s))**
	Estimate Total Exposed Population(s) (facility + general population + critical facilities) **(Notes tab on Scenario page(s))**
	RISK ASSESSMENT **(for each Extremely Hazardous Substance on site) (Scenario page(s))**
	{Risk Assessment at the bottom of the CAMEO Scenario Pages(s) will meet the four requirements below}
	Rate probability of release (ex. low, medium or high)
	Rate severity of consequences of human injury (ex. low, medium or high)
	Rate severity of consequences of damage to property (ex. low, medium or high)
	Rate severity of consequences of environmental exposure (ex. low, medium or high)
	ON-SITE VISITS **(for each facility and within the contract period)**
	Completed hazards analysis site visit form **(submitted in CAMEO with SERC code in file name, SERC123456SV)**
	Site plan map (submitted in CAMEO with SERC code in file name, SERC123456SP) with sufficient detail to identify;
	Location of major building(s)
	Name and Location of Extremely Hazardous Substance(s) (If multiple extremely hazardous substances are co-located, noting EHS is acceptable.)
	Name and Location of street(s)
	Identify pertinent access and egress point(s)

The data shall be submitted electronically in a CAMEO*fm* version 2.3 zip file format.

Attachment E

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS ON-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.

☐ Check if facility representative was informed about using FloridaHMIS.org for EPCRA on-line filing

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 8:00 AM – 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.

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

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Miami-Dade County
Recipient's Name

13-CP-11-11-23-01-XXX
Division Contract Number

Attachment H

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	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
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 H azardous Substances (EHSs) ar e / were pr esent only in a mounts l ess t han established Threshold Planning Quantities (TPQs).			
		No EHSs are Present.			
		No EHSs were present on-site during the year.			
Sections 311/ 312		Hazardous c hemicals/EHSs ar e/were present only in am ounts bel ow es tablished r eporting 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 r educed be low threshold/TPQ **YES / NO**	**Date Effective:**
		New Facility. Date chemicals brought on site meeting / exceeding TPQ:			

Further explanation if necessary:

_____

_____

CERTIFICATION:
I under stand t he r equirements o f t he l aw(s) c ircled abo ve. I al so und erstand t hat ul timate c ompliance 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/operators authorized representative (printed):	
Official Title (printed):	
Signature:	Date signed: