OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 1, 2013

Agenda Item No. 3(B)(1)

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Retroactively Authorizing the County Mayor or County Mayor's designee to Apply for, Receive and Expend $26,044.16 in Grant Funds from the State of Florida, Division of Emergency Management, Bureau of Preparedness for Fiscal Year 2013-2014 for Hazardous Materials Site Analysis

Resolution No. R-782-13

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Mayor or 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 $26,044.16 for Fiscal Year 2013-2014.

Because the grant period commences July 1, 2013 and Miami-Dade Fire Rescue was notified August 19, 2013 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 $26,044.16 in state funds for hazardous site analysis in Fiscal Year 2013-14. 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/MONITOR

The grant award will be monitored by Lisset Valledor, Grants Manager, 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 appropriate 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
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: October 1, 2013

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

SUBJECT: Agenda Item No. 3(B)(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 Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
10-1-13

RESOLUTION NO. R-782-13

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND $26,044.16 IN GRANT FUNDS FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, BUREAU OF PREPAREDNESS TO SUPPORT HAZARDOUS MATERIALS SITE ANALYSIS IN FISCAL YEARS 2013-14; 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, 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 $26,044.16 in Hazardous Site Analysis Grant funds for the period July 1, 2013 to June 30, 2014 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 receive and expend grant funds, execute such contracts, agreements, memoranda of understanding, and amendments as required by grant guidelines or to further the purposes described in the funding requests following approval by the County Attorney's Office; to expend any and all monies received for the purposes described in the funding request; to apply for, receive and expend future additional funds should they become

available through the grant program; to file and execute any necessary amendments to the application for and on behalf of Miami-Dade County, Florida; and to exercise and execute any amendments, modifications, renewal and extension provisions, cancellation and termination clauses of any applications, contracts, agreements, and memoranda of understanding on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 2013. 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.

Eric A. Rodriguez

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

From: Paul Wotherspoon
Chief, Technological Hazards, Bureau of Preparedness

To: Hazards Analysis Contract Awardees

Subject: Issuance of 2013-2014 Hazards Analysis Contracts

Attached please find your 2013-2014 hazards Analysis Contract. As in years past, please obtain the appropriate representative signatures and return three copies with the original signature to the Division of Emergency Management, 2555 Shumard Oak Boulevard, Attn: Time Date, Tallahassee, Florida 32399-2100 for final execution.

You will note several changes to the contracts from years past. The contract deliverable dates have been extended to: First 50% due January 1, 2014; Second 50 % due April 1, 2014; and other deliverable dates have been adjusted accordingly.

The CAMEO file requirements have been better defined as the result of the HA workgroup as established by the State Emergency Response Commission. Additionally, the expected site plans have been more readily defined.

A pre-requisite for obtaining the contract is attendance at one of the State sponsored Hazards Analysis training sessions. Five such sessions have been held throughout the State thus far and there is a planned training session in Region 6. If you have not attended this training you will not be allowed to enter into a contractual agreement for this award.

I apologize for the late delivery of this contract. We attempted to incorporate as many of the workgroup requested changes as possible.

If you have any questions related to the contract please contact me at paul.wotherspoon@em.myflorida.com.

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 and Schedule of Deliverables and Schedule of Payments (Attachments A and B) 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, 2013, whichever is later, and shall end June 30, 2014, 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:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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.

(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 and B 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 and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Scott Mendelsberg
9300 NW 41 Street
Doral, Fl. 33178
Telephone: 786-331-5121
Fax:786-331-5123
Email:swim@miamidade.gov

(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
Attachment B – Schedule of Deliverables - Schedule of Payments
Attachment C – County Facilities Listing
Attachment D – Financial Invoice Form
Attachment E – Hazards Analysis Checklist and CAMEO Guide
Attachment F – Hazards Analysis Site Visit Certification Form
Attachment G – Warranties and Representations
Attachment H – Certification Regarding Debarment,
Attachment I – 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 $26,044.16 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.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, which ever period is longer, specifying the new price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statues, exceptional purchase contracts pursuant to 287.057(3)(a) and (c), may not be renewed.

(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.

(r) The recipient is required to participate in Division of Emergency Management training specific to performance of the hazard analysis program.

(20) LOBBYING PROHIBITION

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

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

RECIPIENT:
MIAMI-DADE COUNTY

By:_____

Name and title: _____

Date:_____

FID# 59-60000573-615

Approved as to form
and Legal Sufficiency

Assistant County Attorney

9-18-13
Date

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 31.067 in the amount of $26,044.16.

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

Purpose

To update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

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

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment C. The primary guidance documents are Attachment E (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 C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's **CAMEO*fm* version 2.4 (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 (**CAMEO*fm* Facility Page**)

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

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

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

(d) Enter the maximum number of employees present at the facility at any given time in the Number of Employees on Site field of the ID Codes tab. (a minimum of one is required for unmanned facilities)

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

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

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

(h) Enter the route(s) used to exit the Vulnerable Zone(s) in the notes tab of the Facility Page.

(i) Enter any past releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include date, time, chemical name/quantity and number of persons injured or deaths (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 (**CAMEO*fm* Chemical in Inventory Page**)

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

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

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

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

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

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

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

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

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

   (d) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field.

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

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

   (g) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the vulnerable zone(s).

   (h) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the vulnerable zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone(s), that shall be noted.

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 address, supporting documentation should indicate whether:

   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 I), or

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

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment F) to the Division with the Facility Name included in the file naming convention (required format Facility NameSV). 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 C that report the presence of only sulfuric acid, an initial on-site visit is required and an on-site visit form (Attachment F) 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 F) to the Division.

3. For each facility that a hazard analysis is conducted, submit a site plan to the Division with the Facility Name included in the file naming convention (required format Facility NameSP). Add the site plan to the Site Plan Tab of the **Cameo Facilities Page.** The site plan shall contain sufficient information to provide situational awareness to provide, as a minimum:

(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)

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

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

Attachment B

Schedule of Deliverables – Schedule of Payments

Schedule of Deliverables

Deliverables 2, 3 and 4 shall be submitted to the Division by the required deadline to be considered eligible for payment. Work products submitted under Deliverables 2, 3 and 4 shall only be paid if they meet the criteria set forth in sections A through E of the Scope of Work (Attachment A). Late submissions will not be eligible for payment.

Deliverable 1:

Within 30 days after receipt of the executed contract, the recipient shall submit a sample hazard analysis to the Division for review to ensure the work being performed meets the requirements of the Scope of Work.

Deliverable 2:

On or before January 1, 2014, the Recipient shall submit fifty (50) percent of the completed hazards analyses for facilities listed on Attachment C to the Division for review and approval.

Deliverable 3:

On or before April 1, 2014, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses for facilities listed on Attachment C to the Division for review and approval.

Deliverable 4:

A. On or before June 1, 2014, the Recipient shall submit a complete copy of each approved hazards analysis to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.

B. On or before June 1, 2014, the Recipient shall notify all Attachment C 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.

Schedule of Payments

	Payment
Deliverable #2 - 45% of the Agreement Amount	$11,719.87
Deliverable #3 - 45% of the Agreement Amount	$11,719.87
Deliverable #4 - 10% of the Agreement Amount	$2,604.42

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

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4131912	ACTION PLATING 1220 ALI BABA AVENUE OPA LOCKA,FL 33054	Name: ACTION PLATING Contact Type: Owner / Operator Email: qctionplating@aol.com Work Phone :305-685-6313	MIAMI-DADE
4095472	AEROTURBINE 2323 NORTHWEST 82ND AVENNUE DORAL,FL 33122	Name: Garry Failler AeroTurbine Inc. Contact Type: Owner / Operator Email: gfailler@aeroturbine.com Work Phone :305-590-2600	MIAMI-DADE
4040525	AIRBUS AMERICAS CUSTOMER SERVICES INC. / AIRBUS TRAINING CENTER 4355 NORTHWEST 36 STREET MIAMI SPRINGS,FL 33166-7302	Name: Todd Metts Contact Type: 112(r) 24 Hour Representative Email: todd.metts@airbus.com Work Phone :305-876-6739 112(r) 24 Hour Representative Phone :305-205-5766	MIAMI-DADE
4068084	Airco Plating Co. Inc. 3650 NW 46th Street Miami,FL 33142	Name: George wulf Contact Type: Emergency Contact Email: gwulf@aircoplating 24-hour Phone :954-578-1183 Work Phone :305-633-2476	MIAMI-DADE
4094712	AIRGAS USA, LLC. - Doral (Miami) SO23 & SO84 9030 NW 58th St. Doral,FL 33178-1608	Name: AIRGAS USA, LLC. Contact Type: Answering Service Email: 24-hour Phone :866-734-3438	MIAMI-DADE
4103773	ALLIED PLATING SUPPLIES 5000 EAST 10 COURT HIALEAH,FL 33013	Name: Anne Cerami Contact Type: Additional Contact Email: annec@alliedplating.com Additional Contact Phone :305-681-8531	MIAMI-DADE
4109050	ALLIED UNIVERSAL - MIAMI 8350 NORTHWEST 93 STREET MIAMI,FL 33166-2098	Name: JAIMIE JOHNSON Contact Type: Additional 24 Hour Contact Email: jaimiej@alliedUniversal.com Additional 24 Hour Contact Phone :305-216-4612	MIAMI-DADE
4118546	Anixter Inc. Medley FL 10051 NW 99 Ave #5 Medley,FL 33178	Name: Bryan Grecco Contact Type: Emergency Contact Email: bryan.grecco@anixter.com Emergency Phone :305 458 4735 24-hour Phone :305 458 4735 Work Phone :786-206-7535	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4050948	ASSOCIATED GROCERS OF FLORIDA - MIAMI 3355 NORTHWEST 77 AVENUE MIAMI,FL 33122	Name: Associated Grocers of Florida, Inc. Contact Type: Owner / Operator Email: icerullo@agfla.com Emergency Phone :786-229-4234	MIAMI-DADE
4121342	B AND B TRITECH 875 WEST 20 STREET HIALEAH,FL 33010	Name: BRIAN BLOCK Contact Type: 313 Public Contact Email: bbt3@ix.netcom.com 313 Public Contact Phone :(305) 888-5247	MIAMI-DADE
4067171	BJ's Wholesale Club (0179) 16205 SW 88th Street West Kendall,FL 33196	Name: Bill Peters Contact Type: Billing Email: bpeters@bjs.com FAX Phone :774-512-6083 Work Phone :774-512-5535 24-hour Phone :508-505-6235	MIAMI-DADE
4032692	Blaylock Oil Company 724 South Flagler Ave Homestead,FL 33030	Name: John Sanchez Contact Type: Emergency Contact Email: john@blaylockoil.com 24-hour Phone :7862551880 24-hour Phone :3052477249 Home Phone :3052475245 Mobile - Cell Phone :7862551880	MIAMI-DADE
4107423	BlueLinx Miami FL 3201 NW 110th St Miami,FL 33167	Name: Don Stover Contact Type: Emergency Contact Email: donald.stover@bluelinxco.com 24-hour Phone :850-554-7129	MIAMI-DADE
4052562	Boeing Flight Services Miami 6601 NW 36th St Miami,FL 33166	Name: Matthew Anthony Contact Type: Emergency Contact Email: matthew.s.anthony@boeing.com 24-hour Phone :678-612-5891 Mobile - Cell Phone :678-612-5891 Emergency Phone :678-612-5891	MIAMI-DADE
4092576	Boral Material Technologies - Miami 5816 Southwest 177Avenue Miami, Fl 33193,FL 33193	Name: Bryan Fisher Contact Type: Emergency Contact Email: Bryan.fisher@boral.com 24-hour Phone :(678) 644-0006	MIAMI-DADE
4132170	Borden Dairy of Florida - Miami 501 NORTHEAST 181 STREET MIAMI,FL 33162-1067	Name: JENNIFER SCHMIDT Contact Type: 313 Public Contact Email: JSchmidt@BordenDairy.com 313 Public Contact Phone :863-297-7300	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4026662	Boston Scientific Corp 8600 NW 41 Street Miami,FL 33166	Name: Leonard Sarapas Contact Type: Emergency Contact Email: Leonard.Sarapas@bsci.com Work Phone :508-650-8786 24-hour Phone :603-505-0546	MIAMI-DADE
4044752	BRENNTAG MID-SOUTH INC 8700 NORTHWEST 36 AVENUE MIAMI,FL 33147	Name: AXEL RODRIGUEZ Contact Type: Emergency Contact Email: arodiguez@brenntag.com 24-hour Phone :270-830-1222	MIAMI-DADE
4049604	Brooks Tropicals, LLC 18400 SW 256 Street Homestead,FL 33031	Name: Jeff Crawford Contact Type: Emergency Contact Email: jeff@brookstropicals.com 24-hour Phone :7864934602	MIAMI-DADE
4032782	Bulk Plant 2 33 Southwest 4th Street Homestead,FL 33030	Name: John Sanchez Contact Type: Emergency Contact Email: john@blaylockoil.com 24-hour Phone :7862551880 24-hour Phone :3052477249 Home Phone :3052475245 Mobile - Cell Phone :7862551880	MIAMI-DADE
4050118	CARISAM-SAMUEL MEISEL 10900 NW 27th ST Doral,FL 33172	Name: Gary Grimes Contact Type: Owner / Operator Email: g.grimes@carisamco.com Work Phone :305-591-3993 Emergency Phone :305-238-0800	MIAMI-DADE
4116897	Carlos Albizu University 2173 NW 99 AVE Miami,FL 33172	Name: Rafael Amezquita Contact Type: Emergency Contact Email: ramezquita@albizu.edu 24-hour Phone :3052180029	MIAMI-DADE
4069475	Carrier InterAmerica - Miami 3450 NW 115th Ave Miami,FL 33178	Name: Vanessa York-Waid Contact Type: Billing Email: vanessa.york-waid@carrierenterprise.com 24-hour Phone :210-627-5590 FAX Phone :210-247-6192 Work Phone :210-499-2253	MIAMI-DADE
4069477	Carrier InterAmerica - Miami 10801 NW 103 ST, SUITE 1 Miami,FL 33178	Name: Vanessa York-Waid Contact Type: Billing Email: vanessa.york-waid@carrierenterprise.com 24-hour Phone :210-627-5590 FAX Phone :210-247-6192 Work Phone :210-499-2253	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4108004	CATERPILLAR DISTRIBUTION CENTER - CENTERGATE 6301 E. 10TH AVE HIALEAH,FL 33013	Name: Caterpillar Distribution Center - Centergate Contact Type: Emergency Contact Email: caron_chris_J@cat.com 24-hour Phone :305 763 9609	MIAMI-DADE
4108002	CATERPILLAR LOGISTICS DISTRIBUTION CENTER 15550 NORTHWEST 59 AVENUE MIAMI LAKES,FL 33014	Name: Amy Bishop Contact Type: Additional Contact Email: Bishop_Amy_S@cat.com Additional Contact Phone :309-266-3060	MIAMI-DADE
4047389	City of Florida City -WTP 461 Northwest 6 Avenue FloridaCity,FL 33034	Name: Jose Delgado Contact Type: Emergency Contact Email: waterplant@floridacityfl.gov 24-hour Phone :786-423-5172	MIAMI-DADE
4040901	Cliff Berry Inc. Miami Facility 3033 NW North River Drive Miami,FL 33142	Name: Leroy Arce Contact Type: Emergency Contact Email: larce@cliffberryinc.com 24-hour Phone :800-899-7745 Work Phone :954-325-7395	MIAMI-DADE
4052869	COCA-COLA REFRESHMENTS USA INC - BRISTOL HUB WAREHOUSE 15600 NORTHWEST 16 COURT MIAMI,FL 33169	Name: Troy Cummins Contact Type: Emergency Contact Email: tcummins@coca-cola.com 24-hour Phone :954-258-6247 Work Phone :954-985-5040	MIAMI-DADE
4052871	Coca-Cola Refreshments USA, Inc. - MIAMI 16569 SOUTHWEST 117 AVENUE MIAMI,FL 33177	Name: JASON HINSPETER Contact Type: Emergency Contact Email: jhinspeter@coca-cola.com 24-hour Phone :305-213-6392	MIAMI-DADE
4013795	Comcast of Greater FL/GA, Inc. (FEIN: 59-1362524)-1306 NW 7th Ave. 1306 NW 7th Ave. Miami,FL 33136	Name: Heidi Jordan Contact Type: Billing Email: hh_consulting@yahoo.com Work Phone :720-851-2862 24-hour Phone :720-851-2862	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4013821	-Comcast of Greater FL/GA, Inc. (FEIN: 59-1362524)-18601 NW 2nd Ave. 18601 NW 2nd Ave. Miami,FL 33136	Name: Heidi Jordan Contact Type: Billing Email: hh_consulting@yahoo.com Work Phone :720-851-2862 24-hour Phone :720-851-2862	MIAMI-DADE
4109853	Coral Gables Campus 1507 Levante Avenue Coral Gables,FL 33124	Name: Kenneth Capezzuto Contact Type: Emergency Contact Email: kcapezzuto@med.miami.edu 24-hour Phone :305-582-2274	MIAMI-DADE
4067043	CROWN LINEN - MIAMI 3235 NORTHWEST 62 STREET MIAMI,FL 33147	Name: Pablo Lucchesi Contact Type: Owner / Operator Email: lucchesi@crownlinen.net Work Phone :305-760-6515	MIAMI-DADE
4103188	Dan Beard Research Center 40001 State Road 9336 Homestead,FL 33034	Name: Park Dispatch Contact Type: Emergency Contact Email: Robert_Gantt@nps.gov 24-hour Phone :305-242-7740	MIAMI-DADE
4122506	DIAMOND R FERTILIZER - ATLANTIC FEC FERTILIZER 18375 SOUTHWEST 260 STREET HOMESTEAD,FL 33031	Name: DIAMOND R FERTILIZER Contact Type: Owner / Operator Email: pat.hood@diamond-r.com 24-hour Phone :(772) 216-4241 Work Phone :(772) 464-9300	MIAMI-DADE
4055432	DON GREENE POULTRY 12701 NORTHWEST 38 AVENUE OPA LOCKA,FL 33054	Name: Rob Zeman Contact Type: 313 Public 24 Hour Contact Email: rzeman@sherwoodfoods.com 313 Public 24 Hour Contact Phone :404 368 3640	MIAMI-DADE
4119992	FLEXIBLE FOAM PRODUCTS, INC. 3225 NW 107TH STREET MIAMI,FL 33167	Name: HERMANN LEOPOLD Contact Type: Emergency Contact Email: HLEOPOLD@FLEXIBLEFOAM.COM Work Phone :305-685-6341 24-hour Phone :305-401-3678 Emergency Phone :305-401-3678	MIAMI-DADE
4040904	FLORIDA GAS TRANSMISSION - C / S 22 MIAMI 6301 NORTHWEST 72 AVENUE - GAS MIAMI,FL 33166	Name: David Shellhouse Florida Gas Transmission Contact Type: Owner / Operator Email: dave.shellhouse@sug.com Emergency Phone :1-800-238-5066 24-hour Phone :1-713-989-2222	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4132207	FLORIDA ICE 13401 NORTHWEST 38 COURT OPA LOCKA,FL 33054	Name: FLORIDA ICE Contact Type: Owner / Operator Email: arodriguez@aol.com Work Phone :305-685-9377	MIAMI-DADE
4114057	Florida InternationalUniversity - Engineering Center 10555 West Flagler Miami,FL 33174	Name: Roger Riddlemoser Contact Type: Emergency Contact Email: roger.riddlemoser@fiu.edu Fax Phone :305-348-3574 Home Phone :573-239-3664 24-hour Phone :305-348-2626 Mobile - Cell Phone :573-239-3664 Work Phone :305-348-2621 Ext. 9 Emergency Phone :573-239-3664	MIAMI-DADE
4202702	FLORIDA POWER AND LIGHT - COURT/DAVIS SUBSTATION 12701 SOUTHWEST 136th STREET MIAMI,FL 33186	Name: JOHN TOFT-NIELSEN Contact Type: Emergency Contact Email: john.toft-nielsen@fpl.com 24-hour Phone :800-741-2650 Work Phone :305-775-5649	MIAMI-DADE
4202707	FLORIDA POWER AND LIGHT - INDUSTRIAL SERVICE CENTER/SUBSTATION 6050 NORTHWEST 37 AVENUE HIALEAH,FL 33142	Name: JOHN TOFT-NIELSEN Contact Type: Emergency Contact Email: john.toft-nielsen@fpl.com 24-hour Phone :800-741-2650 Work Phone :305-775-5649	MIAMI-DADE
4036255	FLORIDA POWER AND LIGHT - LEJEUNE FLAGLER OFFICE 4200 WEST FLAGLER STREET MIAMI,FL 33134	Name: FLORIDA POWER & LIGHT Contact Type: Owner / Operator Email: Emily.Clemente@FPL.COM Work Phone :305-442-5321 Mobile - Cell Phone :305-903-9570	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4202728	FLORIDA POWER AND LIGHT - SOUTH DADE (PERRINE) SERVICE CENTER 10705 QUAIL ROOST DRIVE PERRINE,FL 33157	Name: JOHN TOFT-NIELSEN Contact Type: Emergency Contact Email: john.toft-neilsen@fpl.com Work Phone :305-775-5649 24-hour Phone :800-741-2650	MIAMI-DADE
4036224	FLORIDA POWER AND LIGHT - TURKEY POINT PLANT 9760 SOUTHWEST 344 STREET HOMESTEAD,FL 33035	Name: Gary Andersen Contact Type: 112(r) 24 Hour Representative Email: Gary.Andersen@FPL.com Mobile - Cell Phone :305-793-5976 112(r) 24 Hour Representative Phone :305-246-3800	MIAMI-DADE
4050617	FLORIDA WATER PRODUCTS - OPA LOCKA 3341 NORTHWEST 168 STREET OPA LOCKA,FL 33056	Name: GLORIMAR MORENO Contact Type: Emergency Contact Email: gmoreno@floridawaterproducts.com 24-hour Phone :786-416-1243	MIAMI-DADE
4119516	FLOWERS BAKING - MIAMI 17800 NORTHWEST MIAMI COURT MIAMI,FL 33169	Name: Flowers Baking - Miami Contact Type: Owner / Operator Email: john_deleu@flocorp.com Work Phone :305-652-3416	MIAMI-DADE
4047942	FRITO LAY - MIAMI 12850 NORTHWEST 113 COURT MIAMI,FL 33178	Name: ROLLING FRITO-LAY SALES, LP Contact Type: Owner / Operator Email: JACK.DIGNAN@PEPSICO.COM Work Phone :404-402-1533	MIAMI-DADE
4040526	Global Miami Acquisition Company, LLC 36 NORTHEAST 2 STREET - FLOORS 1 / 6 / ROOF MIAMI,FL 33132-2113	Name: Lisa Johnson Contact Type: 112(r) 24 Hour Representative Email: ljohnson@digitalrealty.com 112(r) 24 Hour Representative Phone :305-372-3648	MIAMI-DADE
4054141	GORDON FOOD SERVICE - 7113 3301 NORTHWEST 125 STREET MIAMI,FL 33167	Name: Javier Otero Contact Type: 112(r) 24 Hour Representative Email: javier.otero@gfs.com 112(r) 24 Hour Representative Phone :3058109851	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4031208	Heartware Inc. 14000 NW 57th Court Miami Lakes,FL 33014	Name: Jorge Concepcion Contact Type: Emergency Contact Email: jconcepcion.com Mobile - Cell Phone :786-280-7790 Emergency Phone :305-364-1611 24-hour Phone :305-364-1611	MIAMI-DADE
4102932	Heartware Inc. 14400-14440 NW 60th Avenue Miami Lakes,FL 33014	Name: Jorge Concepcion Contact Type: Emergency Contact Email: jconcepcion.com 24-hour Phone :305-364-1611 Mobile - Cell Phone :786-280-7790 Emergency Phone :305-364-1611	MIAMI-DADE
4047286	Hines REIT Airport Corporate Center 7300 NW 19th Street Suite 100 Miami,FL 33126	Name: Francklyn Celestin Contact Type: Emergency Contact Email: francklyn.celestin@hines.com 24-hour Phone :3054688200	MIAMI-DADE
4036660	INDUSTRIAL GALVANIZERS AMERICA - MIAMI 3350 NORTHWEST 119 STREET MIAMI,FL 33167	Name: MITCHELL JENSEN Contact Type: 313 Technical Contact Email: mjensen@valmont.com Work Phone :(402) 359-2201 ext 3303	MIAMI-DADE
4033561	Jet Aviation Specialists, Inc. 3373 Northwest 107 Street Miami,FL 33167	Name: Michael Beltran Contact Type: Emergency Contact Email: mbeltran@jas-inc.com 24-hour Phone :3055250893	MIAMI-DADE
4123395	KEL-GLO 54 N.E. 73 STREET MIAMI,FL 33138	Name: KEL-GLO Contact Type: Emergency Contact Email: SALES@KEL-GLO.COM 24-hour Phone :305-321-2788	MIAMI-DADE
4120188	Kuehne-Nagel 12800 NW South River Drive Medley,FL 33178	Name: Jacqueline Villazon Kuehne-Nagel Contact Type: Owner / Operator Email: jacqueline.villazon@kuehne-nagel.com Mobile - Cell Phone :305-773-3154 24-hour Phone :305-773-3154	MIAMI-DADE
4116081	MCARTHUR DAIRY - Plant 6851 NORTHEAST 2 AVENUE MIAMI,FL 33138-5581	Name: Pedro Fernandes Contact Type: Emergency Contact Email: pedro_fernandes@deanfoods.com 24-hour Phone :954-805-3475 Work Phone :305-795-7713	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4049684	Miami 8240 nw 90th st medley,FL 33166	Name: jonathan hurd Contact Type: Emergency Contact Email: jonathanhurd@ferrellgas.com 24-hour Phone :561-719-4123 Emergency Phone :561-746-4534	MIAMI-DADE
4244003	Miami - Dade Resources Recovery Facility 6990 Northwest 97 Avenue Miami,FL 33178	Name: Charles Schultz Contact Type: Emergency Contact Email: CSchultz@CovantaEnergy.com 24-hour Phone :305-593-7000 Work Phone :305-593-7268	MIAMI-DADE
4101476	MIAMI DADE WATER AND SEWER - ALEXANDER ORR WTP 6800 SOUTHWEST 87 AVENUE MIAMI,FL 33173	Name: SHERRY NEGAHBAN Contact Type: Owner / Operator Email: NEGS@miamidade.gov 24-hour Phone :305 274-9272	MIAMI-DADE
4101479	MIAMI DADE WATER AND SEWER - CENTRAL DISTRICT WWTP 3989 RICKENBACKER CAUSEWAY MIAMI,FL 33149	Name: SHERRY NEGAHBAN Contact Type: Owner / Operator Email: NEGS@miamidade.gov 24-hour Phone :305 274-9272	MIAMI-DADE
4101478	MIAMI DADE WATER AND SEWER - JOHN E PRESTON WTP 1100 WEST 2 AVENUE HIALEAH,FL 33011	Name: SHERRY NEGAHBAN Contact Type: Owner / Operator Email: NEGS@miamidade.gov 24-hour Phone :305 274-9272	MIAMI-DADE
4101477	MIAMI DADE WATER AND SEWER - NORTH DISTRICT WWTP 2575 NORTHEAST 156 STREET MIAMI,FL 33160	Name: SHERRY NEGAHBAN Contact Type: Owner / Operator Email: NEGS@miamidade.gov 24-hour Phone :305 274-9272	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4120114	Miami Division 18770 NE 6th Avenue Miami,FL 33179	Name: James Dinnen Contact Type: Emergency Contact Email: dgriffiths@seff.com Work Phone :305-652-4622 ext. 1241 Emergency Phone :305-796-4335 24-hour Phone :305-796-4335	MIAMI-DADE
4120842	Miami International Airport (MIA) Le Jeune Road and NW 21th Street Miami,FL 33122	Name: Gustavo Leal Contact Type: Emergency Contact Email: GLeal@miami-airport.com Work Phone :305-876-7796 Mobile - Cell Phone :305-496-3218 24-hour Phone :305-876-0385	MIAMI-DADE
4069549	Neff Rental 6501 N.W. 77th Avenue Miami,FL 33166	Name: Greg Echerri Contact Type: Emergency Contact Email: gecherri@neffcorp.com 24-hour Phone :305-477-7368	MIAMI-DADE
4067627	NetMRO Warehouse 1441 NW 89th Ct. Doral,FL 33172	Name: John Kruse Contact Type: Emergency Contact Email: John.Kruse@HaasGroupIntl.com 24-hour Phone :(305) 281-8001	MIAMI-DADE
4033393	NEUTRAL TANDEM - MIAMI 100 NORTH BISCAYNE BOULEVARD - SUITE 2000 MIAMI,FL 33132	Name: Jon Bucht Contact Type: 313 Technical Contact Email: jbucht@neutraltandem.com 313 Technical Contact Phone :312-384-8044	MIAMI-DADE
4066672	NEXEO SOLUTIONS LLC - MIAMI 200 NORTHEAST 181 STREET MIAMI,FL 33162	Name: Nexeo Solutions, LLC Contact Type: Owner / Operator Email: Dheintz@Nexeosolutions.com Work Phone :281-297-0651	MIAMI-DADE
4092303	OHL 12300 NORTHWEST 32 AVENUE MIAMI,FL 33167	Name: OHL Contact Type: Emergency Contact Email: eramonde@ohl.com Work Phone :7867130749 24-hour Phone :7863149779	MIAMI-DADE
4120843	Opa-Locka Executive Airport (OPF) 14300 NW 41st Avenue Opa-Locka,FL 33054	Name: Gustavo Leal Contact Type: Emergency Contact Email: GLeal@miami-airport.com Mobile - Cell Phone :305-496-3218 24-hour Phone :305-876-0385 Work Phone :305-876-7796	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST 2013-2014

Eplan #	Facility Name / Address	Contact	County
4046343	PenserSC Miami 11701 NW 100th Rd Medley,FL 33178	Name: Donald Sheldon Contact Type: Emergency Contact Email: dsheldon@pensersc.com 24-hour Phone :9045451101	MIAMI-DADE
4132060	PEPSI COLA BOTTLING OF MIAMI 7777 NORTHWEST 41 STREET DORAL,FL 33166-6509	Name: MANUEL PERDOMO Contact Type: Owner / Operator Email: MANNY.PERDOMO@PEPSI.COM 24-hour Phone :786-390-0149 Work Phone :305-593-7535	MIAMI-DADE
4135256	PERFORMANCE FOOD GROUP / EMPIRE SEAFOOD 3595 NORTHWEST 125 STREET - WEST BLDG MIAMI,FL 33167	Name: MIGUEL TIEL-SOTO Contact Type: 112(r) 24 Hour Representative Email: mtielsoto@empireseafood.com 112(r) 24 Hour Representative Phone :804-484-7700	MIAMI-DADE
4132176	PERKO 16490 NORTHWEST 13 AVENUE MIAMI,FL 33169-5707	Name: F. PERKINS Contact Type: 313 Public Contact Email: sales@Perko.com 313 Public Contact Phone :(305) 621-7525	MIAMI-DADE
4110253	Preferred Freezer Services - Miami Gardens 650 N.E. 185 Street Miami,FL 33179	Name: Gilbert Perez Contact Type: Emergency Contact Email: gperez@preferredfreezer.com Work Phone :(305) 885-7077 x3452 24-hour Phone :413 304-9710	MIAMI-DADE
4114550	Preferred Freezer Services of Medley 13700 NW 115th Avenue Medley,FL 33178-3154	Name: Manny Pinares Contact Type: Emergency Contact Email: mpinares@preferredfreezer.com Work Phone :(305) 885-7077 x3488 Emergency Phone :(305) 984-2764	MIAMI-DADE
4109117	Preferred Freezer Services of South Florida 12855 NW 113th Court Medley,FL 33178-3115	Name: Rod Armesto Contact Type: Emergency Contact Email: rarmesto@preferredfreezer.com 24-hour Phone :305.216.4240	MIAMI-DADE
4067374	REPUBLIC METALS 12900 NORTHWEST 38 AVENUE Opa-Locka,FL 33054	Name: Walter Merz Contact Type: 112(r) Representative Email: w.merz@republicmetalscorp.com 112(r) Representative Phone :305 685 8505 24-hour Phone :9545521453	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4096483	RIVERSIDE PAPER - HEADQUARTERS 3505 NORTHWEST 112 STREET MIAMI,FL 33167	Name: Shayne McIntosh Contact Type: 112(r) 24 Hour Representative Email: smcintosh@rpconline.com Home Phone :954-392-5415 112(r) 24 Hour Representative Phone :786-367-0722	MIAMI-DADE
4048734	ROADSAFE TRAFFIC SYSTEM 1365 NORTHEAST 119 STREET MIAMI,FL 33161	Name: DON D'ERCOLE Contact Type: Owner / Operator Email: ddercole@roadsafetraffic.com Work Phone :(305) 633-3883 x119 24-hour Phone :800-842-6813	MIAMI-DADE
4109952	Rosenstiel Campus 4600 Rickenbacker Cwy Miami,FL 33149	Name: Kenneth Capezzuto Contact Type: Emergency Contact Email: kcapezzuto@med.miami.edu 24-hour Phone :305-582-2274	MIAMI-DADE
4036836	S C P DISTRIBUTORS LLC - BIRD ROAD # C6 7390 SOUTHWEST 45 STREET MIAMI,FL 33155	Name: SCP DISTRIBUTORS LLC Contact Type: Owner / Operator Email: annette.niemiec@poolcorp.com 24-hour Phone :(985) 264-9868 Work Phone :(985) 892-5521	MIAMI-DADE
4036839	S C P DISTRIBUTORS LLC - MIAMI GARDENS # D3 16000 NORTHWEST 49 AVENUE MIAMI,FL 33014	Name: SCP DISTRIBUTORS LLC Contact Type: Owner / Operator Email: annette.niemiec@poolcorp.com 24-hour Phone :(985) 264-9868 Work Phone :(985) 892-5521	MIAMI-DADE
4036840	S C P DISTRIBUTORS LLC - SOUTH MIAMI # D5 13070 SOUTHWEST 85 AVENUE ROAD MIAMI,FL 33156	Name: SCP DISTRIBUTORS LLC Contact Type: Owner / Operator Email: annette.niemiec@poolcorp.com 24-hour Phone :(985) 264-9868 Work Phone :(985) 892-5521	MIAMI-DADE
4118913	Safe-Start, LLC 13130 Northwest 113 Court Bay1 Medley,FL 33178	Name: Ismael Pedroza Jr Contact Type: Emergency Contact Email: ipedroza@trojanbattery.com 24-hour Phone :562-665-8298	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST

2013-2014

Eplan #	Facility Name / Address	Contact	County
4035771	Safway Miami 060 2365 Ali Baba Avenue Opa Locka,FL 33054	Name: Lester Allen Contact Type: Emergency Contact Email: Lester.Allen@safway.com 24-hour Phone :786-554-5764 Emergency Phone :786-554-5764 Work Phone :305-685-1191 Fax Phone :305-685-0191 Mobile - Cell Phone :786-554-5764	MIAMI-DADE
4045677	Savvis Miami MMD 36 NE 2nd St, 7th Floor Miami,FL 33132	Name: Harlan Pincus Contact Type: Emergency Contact Email: harlan.pincus@centurylink.com 24-hour Phone :914-420-2528 Work Phone :914-686-7952	MIAMI-DADE
4047988	Seaboard Warehouse Terminals, Ltd. 5400 NW 32nd Court Miami,FL 33142	Name: James Precourt Contact Type: Emergency Contact Email: jprecourt@seaboardwarehouse.com 24-hour Phone :305-773-7311 24-hour Phone :786-554-0567	MIAMI-DADE
4038612	SENTRY INDUSTRIES INC 5687 NW 36th AVENUE MIAMI,FL 33142	Name: Gary Koen Contact Type: 313 Public Contact Email: gary@sentryindustries.net 313 Public Contact Phone :305-638-0800	MIAMI-DADE
4107020	Suki Distributors LLC dba Suki Eggs 1486 NW 23rd St Miami,FL 33142	Name: Suki Eggs Contact Type: Emergency Contact Email: sukieggs@aol.com Work Phone :305-635-5278 Home Phone :305-883-6008 24-hour Phone :305-793-8491 Emergency Phone :305-542-2364	MIAMI-DADE
4047022	Switch and Data FL Seven LLC dba Equinix 36 NE 2nd St Suite 100 Miami,FL 33132	Name: Jorge Perez Contact Type: Emergency Contact Email: jperez@equinix.com 24-hour Phone :786-218-5979	MIAMI-DADE
4039718	Tallowmasters LLC– Plant 13101 NW 14th Street Miami,FL 33182	Name: Charles Largay Contact Type: Emergency Contact Email: clargay@tallowmasters.com 24-hour Phone :305-934-1842 Work Phone :305-887-7536	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST 2013-2014

Eplan #	Facility Name / Address	Contact	County
4092981	TARMAC AMERICA - PENNSUCO PLANTS 11000 NORTHWEST 121 WAY MEDLEY,FL 33178-1009	Name: Muhammad Khan Contact Type: 313 Technical 24 Hour Contact Email: mkhan@titanamerica.com 313 Technical 24 Hour Contact Phone :561-248-9626	MIAMI-DADE
4135496	TECHNO - COATINGS INC 1865 NORTHEAST 144 STREET NORTH MIAMI,FL 33181	Name: JUAN PABLO CAMARGO Contact Type: Owner / Operator Email: GDUDASOVA@TECHNO-COATINGS.COM Work Phone :305-945-2220	MIAMI-DADE
4093482	Terremark Miami CDC (FLMTRMFL) 50 NE 9th Street Miami,FL 33132	Name: Graciela Padron Contact Type: Emergency Contact Email: gpadron@verizon.com Work Phone :305/961-3717 24-Hour Phone :800-386-9639	MIAMI-DADE
4101724	The H.T.Hackney Co. 3580 NW 119th St. Miami,FL 33167	Name: H.T.Hackney Co. Contact Type: Emergency Contact Email: Frank.Peydro@HTHackney.com Work Phone :305-685-6232 Emergency Phone :305-685-6232 24-hour Phone :865-202-4618	MIAMI-DADE
4094157	TRADEMARK METALS RECYCLING - Everglades 3440 NORTHWEST 135 STREET OPA LOCKA,FL 33054	Name: Michael Accetturo Contact Type: Emergency Contact Email: Michael.Accetturo@tmrecycling.com 24-hour Phone :7864720135 Mobile - Cell Phone :(786) 472-0135	MIAMI-DADE
4135355	U S HOLDINGS - UNITED STATES FOUNDRY AND PRECAST 8351 NORTHWEST 93 STREET MEDLEY,FL 33166	Name: DOUG LINNE Contact Type: 313 Public Contact Email: DLinne@USFoundry.com 313 Public Contact Phone :786-256-4597	MIAMI-DADE
4053495	Unisource Worldwide - Miami Distribution 8150 NW 76 Avenue Medley,FL 33166	Name: Miguel Castro Contact Type: Emergency Contact Email: miguel.castro@unisourceworldwide.com 24-hour Phone :305-420-7150	MIAMI-DADE
4098934	UNITED STATES COLD STORAGE - MEDLEY 11801 NORTHWEST 102 ROAD MEDLEY,FL 33178	Name: UNITED STATES COLD STORAGE Contact Type: Owner / Operator Email: mfonteriz@uscold.com Work Phone :305 - 691-5391	MIAMI-DADE

ATTACHMENT C - MIAMI-DADE COUNTY - SECTION 302 FACILITIES LIST 2013-2014

Eplan #	Facility Name / Address	Contact	County
4067208	UNITED STATIONERS SUPPLY COMPANY 10801 NORTHWEST 103 STREET SUITE 21 MIAMI,FL 33178	Name: BEN BLACKMORE Contact Type: Owner / Operator Email: bblackmore@ussco.com Work Phone :800-733-4099 24-hour Phone :954-801-7462	MIAMI-DADE
4135518	UNIVERSAL PACKAGING 12870 NORTHWEST 107 COURT MEDLEY,FL 33178	Name: UNIVERSAL PACKAGING COMPANY Contact Type: Owner / Operator Email: not available 24-hour Phone :(305) 439-2399 24-hour Phone :(305) 887-4677	MIAMI-DADE
4110091	University of Miami Hospital 1400 NW 12 Avenue Miami,FL 33125	Name: Kenneth Capezzuto Contact Type: Emergency Contact Email: kcapezzuto@med.miami.edu 24-hour Phone :305-582-2274	MIAMI-DADE
4116940	Univision Deportes 1900 NW 89th Place Doral,FL 33172	Name: Osvaldo Chernisky Contact Type: Emergency Contact Email: ochernisky@univision.net 24-hour Phone :305-481-2413 Work Phone :305-421-2701	MIAMI-DADE
4040133	UPS Supply Chain Solutions - FLDOR 3450 NW 115th Avenue Doral,FL 33178	Name: Nat Greene Contact Type: Emergency Contact Email: cxzimmerman@ups.com Work Phone :305-420-3044 24-hour Phone :305-725-7137	MIAMI-DADE
4121969	Victoria Medical Center 955 NW 3rd Street Miami,FL 33128	Name: Carlos Raposo Contact Type: Emergency Contact Email: carlos@mazzeirealty.com 24-hour Phone :305-546-1196 Mobile - Cell Phone :305-546-1196	MIAMI-DADE
4135365	VISTAR OF SOUTH FLORIDA 16295 NORTH WEST 13 AVENUE MIAMI,FL 33169	Name: SHIRLEY HUNTER Contact Type: Additional Contact Email: SHunter@PFGC.com Additional Contact Phone :407-870-9900	MIAMI-DADE
4039834	WINDSTREAM - Paetec MIAMI (BLUE LAGOON) 5301 BLUE LAGOON DRIVE - SUITE 100 MIAMI,FL 33126	Name: Ryan Key Contact Type: 112(r) 24 Hour Representative Email: ryan.key@paetec.com 112(r) 24 Hour Representative Phone :319-533-0471.	MIAMI-DADE

Eplan #	Facility Name / Address	Contact	County
4039826	WINDSTREAM NUVOX - MIAMI CENTRAL OFFICE 18504 NORTHEAST 5 AVENUE NORTH MIAMI BEACH,FL 33179	Name: PERCIVAL PECK Contact Type: 112(r) 24 Hour Representative Email: ppeck@nuvox.com 112(r) 24 Hour Representative Phone :786-433-9000	MIAMI-DADE
4039821	Windstream Paetec MIAMI 1 100 NORTH BISCAYNE BOULEVARD MIAMI,FL 33132	Name: Ryan Key Contact Type: 112(r) 24 Hour Representative Email: ryan.key@paetec.com 112(r) 24 Hour Representative Phone :319-533-0471	MIAMI-DADE
4259276	WINFIELD SOLUTIONS - HOMESTEAD 790 NORTHWEST 10 AVENUE HOMESTEAD,FL 33030-	Name: JAKE TRAHAN Contact Type: Emergency Contact Email: JTrahan@LandOLakes.com 24-hour Phone :337-581-0743 Work Phone :337-785-8851	MIAMI-DADE
4100866	Wingfoot Commercial Tire Systems #110 3045 NW 119th St Miami,FL 33167	Name: Sergio Garcia Contact Type: Emergency Contact Email: sgarcia@wingfootct.com FAX Phone :305-687-5080 24-hour Phone :305-687-3400 Work Phone :305-687-3400	MIAMI-DADE

Attachment D
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Miami-Dade County AGREEMENT# 14-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 E

Hazard Analysis Contract Checklist and CAMEO*fm* Guide

Facility Information (CAMEO*fm* Facility Page)	
	Facility Name (per Attachment C) (Facility Page)
	Facility Physical Address (Facility Page)
	Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (Map Data Tab on Facility Page)
	Facility 24-hour Emergency Phone Number (Facility Phones Tab on Facility Page)
	Facility Emergency Coordinator Name and Title Contact Tab on Facility Page)
	Transportation Route(s) (From County Line to the Facility) (Notes Tab on Facility Page)
	Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page)
	Historical Accident Record (If none, please note) (Notes Tab on Facility Page)
	Facility Population (a minimum of one is required for unmanned facilities) (ID Codes Tab on facility Page)
Hazard Identification (CAMEO*fm* Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)	
	Proper Chemical Name(s) (Chemical in Inventory Page(s))
	Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s))
	Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	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) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) Chemical in Inventory Page(s), Physical State and Quantity Tab)
Vulnerability Analysis (CAMEO*fm* Scenario Page) (for each Extremely Hazardous Substance on site)	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab)
	Enter the concentration percentage in the Concentration field (Scenario Description tab)
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab)
	Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab)
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history & maintenance etc.) (Scenario Description tab)
	Extent of Vulnerable Zone (CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used) (Scenario Description tab)
	Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s))
	Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (Notes Tab on Scenario Page(s))
On-Site Visits (for each Facility and within the Contract Period)	
	Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) (file naming required format Facility NameSV)
Site Plan (Attached to Site Plan Tab on Facility Page) (file name required format Facility NameSP)	
	Sufficient Detail to Identify:
	Location of Major Building(s)
	Name and Location of Extremely Hazardous Substance(s) (If extremely hazardous materials are co-located, noting EHS is acceptable)
	Name and Location of Street(s)
	Identify Pertinent Access and Egress Points
	Note Additional Features Pertinent to Hazardous Materials and Medical Response

All data shall be submitted electronically via CAMEO*fm* version 2.4 in a .zip file format.

Attachment F

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Facility Name (Please print)

Street Address, City & Zip Code (Please print)

County (Please print)

Name of Facility Representative (Please print)

Facility Representative Signature — Site Visit Date

Site Visit Performed by (Please print)

Signature — Site Visit Date

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

Notes:

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

Attachment G

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 to 5:00 PM.

Licensing and Permitting

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

Attachment H

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

14-CP-11-11-23-01-XXX
Agreement Number

Attachment I

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	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
302 / 303	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
311 / 312	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
313	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N

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

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

Further explanation if necessary:

_____

_____

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