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

Memorandum

MIAMI-DADE COUNTY

Date: September 1, 2015

Agenda Item No. 3(B)(6)

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Miami-Dade Fire Rescue to Apply for, Receive and Expend $27,153.00 in Grant Funds from the State of Florida's Division of Emergency Management's, Bureau of Preparedness for Fiscal Year 2015-16 for Hazardous Materials Site Analysis

Resolution No. R-684-15

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Mayor or County Mayor's designee to apply for, receive and expend $27,153.00 in new grant funds from the State of Florida's Division of Emergency Management's, Bureau of Preparedness during the State's Fiscal Year 2015-16, which commences July 1, 2015 and ends June 30, 2016.

SCOPE

The grant will provide countywide services.

DELEGATION OF AUTHORITY

The County Mayor or County Mayor's designee is seeking the authority to exercise any cancellation provisions contained in this item.

FISCAL IMPACT/FUNDING SOURCE

This grant will provide $27,153.00 in State funds for hazardous site analysis in Fiscal Year 2015-16. The grant does not require any matching or in-kind funds. Funds received under this grant will not be used to supplant current Fire Rescue expenditures. The funding source is the State of Florida's Division of Emergency Management's Bureau of Preparedness.

TRACK RECORD/MONITOR

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

BACKGROUND

Each year, based upon a State of Florida allocation formula, the State of Florida's Division of Emergency Management's, Bureau of Preparedness appropriates funds to counties for conducting site specific hazard analysis and hazardous material management activities.

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

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: September 1, 2015

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

SUBJECT: Agenda Item No. 3(B)(6)

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)(6)
9-1-15

RESOLUTION NO. R-684-15

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) APPLY FOR, RECEIVE AND EXPEND $27,153.00 IN GRANT FUNDS FROM THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT, BUREAU OF PREPAREDNESS TO CONDUCT SITE SPECIFIC HAZARD ANALYSIS AND HAZARDOUS MATERIAL MANAGEMENT ACTIVITIES IN THE STATE OF FLORIDA FISCAL YEAR 2015-2016; (2) EXECUTE THE ATTACHED GRANT AGREEMENT; (3) APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS GRANT DURING THE CURRENT STATE FISCAL YEAR; AND (4) EXERCISE ANY CANCELLATION PROVISIONS CONTAINED IN THE ATTACHED AGREEMENT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or County Mayor's designee action to: (1) apply for, receive, and expend Hazardous Site Analysis Grant funds in the amount of $27,153.00 from the State of Florida Division of Emergency Management, Bureau of Preparedness, for conducting site specific hazard analysis and hazardous material management activities; (2) execute the attached grant agreement in substantially the form attached hereto; (3) apply for, receive and expend future additional funds should they become available under the grant program during the current State fiscal year; and (4) exercise any cancellation provisions contained in the attached agreement.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: 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 2015-2016 Hazards Analysis Contracts

Attached please find your 2015-2016 Hazards Analysis Contract. Please obtain the appropriate representative signatures and return four copies with the original signature to the Division of Emergency Management, 2555 Shumard Oak Boulevard, Attn: Kate McMillan, Tallahassee, Florida 32399-2100 for final execution. If you have questions regarding delegation of signature authority, please call Kate McMillan at 850-413-9976.

A review criteria check list has been included in the contract attachments. This list will be utilized during the review process to determine file accuracy for payment. The Hazards Analysis program was created to ensure emergency managers and first responders have current accurate information available for planning purposes and for incident response. It's up to you, through your site visits, to ensure the best possible product is delivered to local fire jurisdictions and the Local Emergency Planning Committee.

The HA workgroup as established by the State Emergency Response Commission continues to improve accuracy and standardization of CAMEO files.

If you have not attended hazards analysis training, please let us know so we can arrange training for you BEFORE you begin site visits. Inability to complete the CAMEO files correctly due to lack of training may result in payment reduction.

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

Contract Number: 16-CP-11-XX-XX-XX-XXX

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these 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 Deliverables and Scope of Work, Attachment A of this Agreement.

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2015, and shall end June 30, 2016, 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

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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 Deliverables and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

(e) Report Submission

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

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

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

The Division of Emergency Management at the following addresses:
Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for payment 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) PROGRESS REPORTS

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

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

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

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

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

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

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished

within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported.

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

(9) LIABILITY

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

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

(10) DEFAULT

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

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

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

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

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

(11) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations,

failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

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

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

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

(13) NOTICE AND CONTACT

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

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

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

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

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

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

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by

the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Scope of Work and Deliverables
Attachment B – Program Statutes and Regulations
Attachment C – 302 Facility List
Attachment D – Invoice
Attachment E – Justification of Advance Payment
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H -- Statement of Assurances
Attachment I – Facility Checklist and CAMEO Guide
Attachment J – Site Visit Certification Form
Attachment K – Statement of Determination
Attachment L – Hazards Analysis review Criteria

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee Agreement, in an amount not to exceed $ 27,153.00 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash

Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a payment has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES

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

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

RECIPIENT:

Miami-Dade County

By: _____

Name and title: _____

Date: _____

FID# 59[redacted]

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan W. Koon, Director, Florida Division of Emergency Management

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 $ 27,153.00 .

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

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

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

Attachment A
DELIVERABLES AND
PERFORMANCE

Deliverable #	Deliverables	Minimum Performance	Price	Financial Consequences
1	Within 30 days of receipt of the executed contract submit electronically, 3 sample CAMEO hazard analyses chosen from facilities identified in Attachment C. Must be in compliance with Section C of the Scope of Work. DEM will review the sample and provide constructive feedback within 10 business days.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work.	No payment	
2	Not later than November 2, 2015 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	45 % of Contract Amount	Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files after initial review.
3	Not later than March 1, 2016 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	45 % of Contract Amount	Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files
4	1. Not later than May 16, 2016 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with transmittal. Notify first responders and Attachment C facilities of the availability of the file. Provide DEM with transmittal.	1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment C facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division.	10% of the contract amount	Payment will not be made without required transmittal and notification letters/E-mails.

Attachment A

SCOPE OF WORK

Purpose

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

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

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

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

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

Requirements

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

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment C. The primary guidance documents are Attachment I (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; 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 latest **CAMEO*fm* version 3.0.1 (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*fm* 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) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in CAMEO*fm* Chemicals)

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

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

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

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

(i) 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 in the form of Site Visit Certification Form, Statement of Determination or dated letter from the facility identifying the reason the EHS is no longer present shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed.

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

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

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

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

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

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

   (a) Location of major building(s)

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

   (c) Name and location of street(s)

   (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

Program Statutes and Regulations

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

SERC #	Facility Name / Address	County	EHS Chemical	Contact Number
31455	Comcast of Greater FL/GA, Inc. (FEIN: 59-1362524)- 18601 NW 2nd Ave. 18601 NW 2nd Ave. Miami, 33163	Miami-Dade	Sulfuric Acid	Heidi Jordan 720-851-2862
456	Action Plating 1220 Ali Baba Ave Opa Locka, 33054	Miami-Dade	Sulfuric Acid	Larry Bain 305-884-0550
463	Airco Plating Co. Inc. 3650 NW 46th Street Miami, 33142	Miami-Dade	Sulfuric Acid	Michael King 305-633-2476
471	Allied Universal - Miami 8350 Northwest 93 Street Miami, 33166-2098	Miami-Dade	Chlorine	Robin Bolte 305-888-2623
36032	American Eagle Airlines - Miami Miami Intl Airport Concourse C, 4th Floor Miami, 33122	Miami-Dade	Sulfuric Acid	Stephanie Woods Samuesl 817-967-4038
9401	Americana Village Estates - WTP and WWTP 19800 Southwest 180 Ave - Suite 602 Miami, 33187	Miami-Dade	Chlorine	Red Barlow 305-251-6720
30344	Associated Grocers of Florida - Miami 3355 Northwest 77 Ave Miami, 33122	Miami-Dade	Ammonia (anhydrous)	Iris Cerullo 954-876-3040
26573	AT&T - FL1291 990 NE 125th Street Miami, 33161-5714	Miami-Dade	Sulfuric Acid	Sara Buford 904-614-5041
	Auto Plus - Miami 27th Ave 2100 NW 27th Ave. Miami, 33142	Miami-Dade	Sulfuric Acid	Thomas Grimes 716-531-9224
18887	Auto Plus - SW Miami 7354 SW 48th St Miami, 33155	Miami-Dade	Sulfuric Acid	Thomas Grimes 716-531-9224

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6233	Auto Plus Miami Warehouse 3510 Northwest 60 street Miami, 33142-2027	Miami-Dade	Sulfuric Acid	Thomas Grimes 716-531-9224
4950	B and B Tritech 875 West 20 Street Hialeah, 33010	Miami-Dade	Hydrogen Peroxide	Brian Block 305-888-5247
32195	Baptist Health South Florida - Data Center 2100 Northwest 84 Ave Doral, 33122	Miami-Dade	Sulfuric Acid	Maria Monroy 305-593-3510
	Battery Sales 1500 NW 20th Ave Miami, 33142	Miami-Dade	Sulfuric Acid	David Good 786-412-5840
29538	BellSouth - M0302 6095 NW 167 St Hialeah, 33015	Miami-Dade	Sulfuric Acid	Sara Buford 904-614-5041
35660	BJ's Wholesale Club (0051) 7007 SW 117th Ave Kendall, 33183	Miami-Dade	Sulfuric Acid	Bill Peters 774-512-5535
35661	BJ's Wholesale Club (0091) 10425 Marlin Rd Miami, 33157	Miami-Dade	Sulfuric Acid	Bill Peters 774-512-5535
35715	BJ's Wholesale Club (0111) 8005 NW 95th ST Hialeah Gardens, 33016	Miami-Dade	Sulfuric Acid	Bill Peters 774-512-5535
35711	BJ's Wholesale Club (0170) 650 SE 8th St Homestead, 33034	Miami-Dade	Sulfuric Acid	Bill Peters 774-512-5535
35714	BJ's Wholesale Club (0179) 16205 SW 88th St West Kendall, 33196	Miami-Dade	Sulfuric Acid	Bill Peters 774-512-5535
686	Boston Scientific Corp 8600 NW 41 St Miami, 33166	Miami-Dade	Sulfuric Acid	Leonard Sarapas 508-650-8786

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525	Brenntag Mid-South Inc. 8700 Northwest 36 Ave Miami, 33147	Miami-Dade	Chlorine	David Leigh 270-830-1303
9043	Brooks Tropicals, LLC 18400 SW 256 Street Homestead, 33031	Miami-Dade	Ammonia (anhydrous)	Jeff Crawford 786-493-4602
32154	Catepillar Distribution Center - Centergate 6301 E. 10th Ave Hialeah, 33013	Miami-Dade	Sulfuric Acid	Chris Caron 305-818-2702
28285	Catepillar Distribution Center 15550 Northwest 59 Ave Miami Lakes, 33014	Miami-Dade	Sulfuric Acid	Chris Caron 305-818-2702
27497	CenturyLink QCC - Miami 36 NE 2nd St, 2nd Floor Miami, 33132	Miami-Dade	Sulfuric Acid	Harlan Pincus 914-686-7952
36144	Cliff Berry Inc. Miami Facility 3033 NW North River Dr Miami, 33142	Miami-Dade	Chlorine	Leroy Arce 954-325-7395
31439	Comcast of Greater FL/GA, Inc. (FEIN: 59-1362524)- 1306 NW 7th Ave. 1306 NW 7th Ave Miami, 33136	Miami-Dade	Sulfuric Acid	Heidi Jordan 720-851-2862
31074	Costco Wholesale (181) 16580 NW 59th Ave Miami, 33014	Miami-Dade	Sulfuric Acid	Dale Anderson 425-313-8345
31075	Costco Wholesale (182) 14585 Biscayne Blvd North Miami Beach, 33181	Miami-Dade	Sulfuric Acid	Dale Anderson 425-313-8345
31070	Cosco Wholesale (92) 8300 Park Blvd Miami, 33126	Miami-Dade	Sulfuric Acid	Dale Anderson 425-313-8345
9466	Crop Production Services 1007 99 Southwest 14 Ave Homestead, 33030	Miami-Dade	Endosulfan	Michael Whitten 863-860-8453

36752	Crown Linen - Miami 3235 Northwest 62 St Miami, 33147	Miami-Dade	Sulfuric Acid	Rolando DeLeon 786-972-5396
31595	Dan Beard Research Center 40001 State Road 9336 Homestead, 33034	Miami-Dade	Formalin	Sandie Beneway 305-242-7772
34164	Diamond R Fertilizer 18375 Southwest 260 St Homestead, 33031	Miami-Dade	Methomyl	Maria Drury 786-229-9722
34159	Florida Gas Transmission - C / S 22 Miami 6301 Northwest 72 Ave - Gas Miami, 33166	Miami-Dade	Sulfuric Acid	Janice Taylor 407-838-7057
37138	Florida Ice 13401 Northwest 38 Court Opa Locka, 33054	Miami-Dade	Ammonia (anhydrous)	Miguel Guerra 786-254-4423
38989	Florida Power and Light - Court/Davis Substation 12701 Southwest 136th St Miami, 33186	Miami-Dade	Sulfuric Acid	John Toft-Nielsen 305-775-5649
	Florida Power and Light - Industrial Service Center/Substation 6050 Northwest 37 Ave Hialeah, 33142	Miami-Dade	Sulfuric Acid	Frank Nesbihal 561-762-6278
13844	Florida Power and Light - LeJeune Flagler Office 4200 West Flagler St Miami, 33134	Miami-Dade	Sulfuric Acid	Emily Clemente 305-442-5321
	Florida Power and Light - South Dade (Perrine) Service Center 10705 Quail Roost Dr Perrine, 33157	Miami-Dade	Sulfuric Acid	Frank Nesbihal 561-762-6278
20565	Florida Power and Light - Southern Transmission Service 805 Northwest 127 Ave Miami, 33182-8182	Miami-Dade	Sulfuric Acid	Juan Iglesias 786-229-1216

32890	Florida Power and Light - Miami Fiber Node 3605 Northwest 82 St Miami, 33126	Miami-Dade	Sulfuric Acid	Danny Iglesias 305-792-8869
38042	Florida Water Products - Opa Locka 3341 Northwest 168 St Opa Locka, 33056	Miami-Dade	Sulfuric Acid	Glorimar Moreno 786-416-1243
33263	Flowers Baking - Miami 17800 Northwest Miami Court Miami, 33169	Miami-Dade	Sulfuric Acid	John Deleu 305-652-3416
32925	Frito Lay - Miami 12850 Northwest 113 Court Miami, 33178	Miami-Dade	Sulfuric Acid	Jack Dignan 407-402-1533
7431	Goodrich Landing System Services 3201 NW 167th Street Miami Gardens, 33056	Miami-Dade	Sulfuric Acid	Gonzalo Aleman 305-622-4563
22891	Helena Chemical - Homestead 450 Northwest 3 Ave Homestead, 33034	Miami-Dade	Dimethoate	Jorge Gonzalez 786-412-2476
32229	Hines REIT Airport Corporate Center 7300 NW 19th Street Suite 100 Miami, 33126	Miami-Dade	Sulfuric Acid	Francklyn Celestin 305-468-8200
733	Homestead Air Reserve Base 29050 Coral Sea Blvd Homestead Air Force Base, 33039	Miami-Dade	Anhydrous Hydrazine	Michael Schmidt 786-415-7603
38088	Honeywell HSG 9315 Northwest 112 Ave Miami, 33178	Miami-Dade	Sulfuric Acid	Jack Schwab 502-666-7349
30347	Howard Fertilizer and Chemical Company Inc - Homestead 25400 Southwest 139 Ave Princeton, 33032	Miami-Dade	Dimethoate	Michael Brooks 407-466-2960
32530	Indian Creek Country Club 52 Indian Creek Island Road Indian Creek Village, 33154-2902	Miami-Dade	Sulfuric Acid	Joseph Pantaleo 305-866-7224

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32574	Kuehne-Nagel 12800 NW South River Drive Medley, 33178	Miami-Dade	Sulfuric Acid	Jacqueline Villazon 305-773-3154
27890	Level 3 Communications - Medley MDLYFLCX 10280 NW South River Road Medley, 33178	Miami-Dade	Sulfuric Acid	Payton Michael 720-239-3774
28052	Level 3 Communications - Miami - MIATFLAD 49 NW 5th St. Miami, 33128	Miami-Dade	Sulfuric Acid	Payton Michael 720-239-3774
30638	Level 3 Communications - Miami - MIAUFLWS 50 NE 9th St Miami, 33132	Miami-Dade	Sulfuric Acid	Payton Michael 720-239-3774
31545	Macys Logistics and Operations - Miami 7100 Northwest 32 Ave Miami, 33147	Miami-Dade	Sulfuric Acid	David Holcomb 305-684-1393
25270	McArthur Dairy - Dist. Center 240 Northeast 71 St Miami, 33138	Miami-Dade	Ammonia (anhydrous)	Pedro Fernandes 305-795-7713
29497	MCI - COPLFL (FLCOPLFL) 1525 NW 98th Ct Miami, 33172-2759	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639
783	MCI - LNTMFL (FLLNTMFL) 2153 - 2155 NW 22nd St Miami, 33142-7335	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639
27725	MCI - MIHGFL (FLMIHGFL) 8830 NW 18th Ter Miami, 33172-2642	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639
5007	MCI - MIIYFL (FLMIIYFL) 2 S Biscayne Blvd Miami, 33131-1806	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639
31649	MCI -MIMRFL (FLMIMRFL) 1921 NW 87th Ave Bldg 34 Doral, 33172-2643	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639

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29482	MCI -MMJIFL (FLMMJIFL) 460 NE 215th St. Miami, 33179-1101	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639
33732	MCI -MVREFL (FLMVREFL) 100 Biscayne Blvd FL 4 Miami, 33132-2304	Miami-Dade	Sulfuric Acid	Jason Weller 800-386-9639
20735	MIA American Airlines Miami International Airport - 20735 Miami, 33299-7990	Miami-Dade	Sulfuric Acid	Stephanie Woods Samuesl 817-967-4038
646	Miami Dade Water and Sewer - Alexander ORR WTP 6800 Southwest 87 Ave Miami, 33173	Miami-Dade	Chlorine	Sherry Negahban 305-27-9272
649	Miami Dade Water and Sewer - Central District WWTP 3989 Rickenbacker Causeway Miami, 33149	Miami-Dade	Chlorine	Sherry Negahban 305-27-9272
648	Miami Dade Water and Sewer - John E Preston WTP 1100 West 2 Ave Hialeah, 33011	Miami-Dade	Chlorine	Sherry Negahban 305-27-9272
647	Miami Dade Water and Sewer - North District WWTP 2575 Northeast 156 St Miami, 33160	Miami-Dade	Chlorine	Sherry Negahban 305-27-9272
650	Miami Dade Water and Sewer - South District WWTP 8950 Southwest 232 Street Miami, 33170	Miami-Dade	Chlorine	Sherry Negahban 305-27-9272
7186	Miami Division - Southeast Frozen Foods 18770 NE 6th Ave Miami, 33179	Miami-Dade	Ammonia (anhydrous)	James Pate 803-936-0201 ext 4238
9633	Miami International Airport (MIA) Le Jeune Road and NW 21st St Miami, 33122	Miami-Dade	Sulfuric Acid	Pedro Hernandez 305-876-7928

33686	Miami VA Healthcare System 1201 NW 16th St. Miami, 33125	Miami-Dade	Sulfuric Acid	Odniel (O.J.) Carlo 305-575-7000 x6931
28034	Neff Rental-3 6501 NW 77th Ave Miami, 33166	Miami-Dade	Sulfuric Acid	Greg Echerri 305-477-7368
	NetMRO Warehouse 1441 NW 89th Ct Doral, 33172	Miami-Dade	Phenol	Manuel Caballero 484-323-8615
33310	Neutral Tandem - Miami 100 North Biscayne Blvd - Suite 2000 Miami, 33132	Miami-Dade	Sulfuric Acid	Brad Hobbs 404-589-9260
30268	New Cingular Wireless PCS, LLC - GHWT - USID56918 10823 Northwest 14th St Miami, 33172	Miami-Dade	Sulfuric Acid	George Raspall 425-580-1548
38022	New Cingular Wireless PCS, LLC - GMWP 8201 Northwest 93rd Street Miami, 33166	Miami-Dade	Sulfuric Acid	George Raspall 425-580-1548
	New Cingular Wireless PCS, LLC - HGHW 6090 Northwest 102nd Ave Miami, 33178	Miami-Dade	Sulfuric Acid	George Raspall 425-580-1548
20846	New Cingular Wireless PCS, LLC - HJOX MTSO 12224 South West 114th Place Miami, 33176	Miami-Dade	Sulfuric Acid	William Perl 305-999-6668
549	Norwood Water Treatment Plant 19150 Northwest 8 Ave Miami Gardens, 33169	Miami-Dade	Ammonia (anhydrous)	Raul Sotelo 305-354-4472
29813	PenserSC Miami 11701 NW 100th Rd Medley, 33178	Miami-Dade	Sulfuric Acid	Trish St. John 904-613-9291
33798	Performance Food Group / Empire Seafood 3595 Northwest 125 St - West Bldg Miami, 33167	Miami-Dade	Ammonia (anhydrous)	Miguel Tiel-Soto 305-953-4900

673	Perko 16490 Northwest 13 Ave Miami, 33169-5707	Miami-Dade	Sulfuric Acid	F. Perkins 305-621-7525
	Preferred Freezer Services - Miami Gardens 650 NE 185 St Miami, 33179	Miami-Dade	Ammonia (anhydrous)	Mark Sens 973-820-4467
19940	Republic Metals 12900 Northwest 38 Ave Opa Locka, 33054	Miami-Dade	Sulfuric Acid	Walter Merz 305-685-8505
33906	Riverside Paper - Headquarters 3505 Northwest 112 Street Miami, 33167	Miami-Dade	Sulfuric Acid	Shayne McIntosh 786-367-0722
38223	Roadsafe Traffic System 1365 Northeast 119 Street Miami, 33161	Miami-Dade	Sulfuric Acid	Scarlett Grewe 918-425-4550
31982	Safe-Start, LLC 13130 Northwest 113 Court Bay1 Medley, 33178	Miami-Dade	Sulfuric Acid	Arial Hererra 305-525-2540
30664	Sam's Club #6217 8425 NW 13th Terrace Miami, 33126	Miami-Dade	Sulfuric Acid	Justin Wilson 479-204-3517
33908	SCFF, LLC t/a Swiss Chalet Fine Foods 9455 NW 40th Street Road Miami, 33178	Miami-Dade	Sulfuric Acid	Hernandez Osmel 305-592-0008
38164	Sunbelt Rentals PC #019 6550 NW 77th Ct Miami, 33166	Miami-Dade	Sulfuric Acid	Mike Crouch 803-578-5912
38182	Sunbelt Rentals PC #249 1450 NE 1st Ave Florida City, 33034	Miami-Dade	Sulfuric Acid	Mike Crouch 803-578-5912
34163	Switch and Data FL Seven LLC dba Equinox 36 NE 2nd Suite 100 Miami, 33132	Miami-Dade	Sulfuric Acid	Jorge Perez 786-218-5979

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584	Tallowmasters LLC - Plant 13101 NW 14th St Miami, 33182	Miami-Dade	Chlorine	Charles Largay 305-887-7536
38117	Techno - Coatings Inc 1865 Northeast 144 St North Miami, 33181	Miami-Dade	Sulfuric Acid	Gabriela Dudasova 786-514-1833
39227	Aeroturbine 2323 Northwest 82nd Ave Doral, 33122	Miami-Dade	Sulfuric Acid	Paul Owens 786-367-9781
32817	Terremark Miami CDC (FLMRTMFL) 50 NE 9th St Miami, 33132	Miami-Dade	Sulfuric Acid	Jason Weller 972-729-5143
35632	The H.T. Hackney Co. 3580 NW 119th St. Miami, 33167	Miami-Dade	Sulfuric Acid	Frank Peydro 305-685-6232
33837	The Home Depot Store #0209 5500 Northwest 167 Street Hialeah, 33014	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
33810	The Home Depot Store #0251 1245 Northeast 163rd Street North Miami Beach, 33162	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
33868	The Home Depot Store #6306 13501 South Dixie Hwy Pinecrest, 33156	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
34727	The Home Depot Store #6339 15750 Southwest 88th St Miami, 33196	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
33979	The Home Depot Store #6378 950 Southeast 12th St Hialeah, 33010	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
34744	The Home Depot Store #6872 13895 West Okeechobee Rd Hialeah Gardens, 33018	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714

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37730	The Home Depot Store #6873 13895 Southwest 288th St Homestead, 33033	Miami-Dade	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
23556	Trademark Metals Recycling - Everglades 3440 Northwest 135 St Opa Locka, 33054	Miami-Dade	Sulfuric Acid	Brenda Anderson 305-681-4204
33898	Unisource Worldwide - Miami Distribution 8150 NW 76 Ave Medley, 33166	Miami-Dade	Sulfuric Acid	Miguel Castro 305-420-7150
31676	United States Cold Storage - Medley 11801 Northwest 102 Rd Medley, 33178	Miami-Dade	Ammonia (anhydrous)	Manuel Fronteriz 305-803-0745
36866	United Stationers Supply Company 10801 Northwest 103 Street - Suite 21 Miami, 33178	Miami-Dade	Sulfuric Acid	Ben Blackmore 800-733-4099
	Univision Deportes 1900 NW 89th Place Doral, 33172	Miami-Dade	Sulfuric Acid	Joseph Meyer 201-287-4237
26615	Univision Network 9405 Northwest 41 St Miami, 33178	Miami-Dade	Sulfuric Acid	Enrique Cuervo 786-299-2739
	UPS Supply Chain Solutions - FLDOR 3450 NW 115th Ave Doral, 33178	Miami-Dade	Sulfuric Acid	Juan Besson 305-929-1720
30908	UPS Supply Chain Solutions - FLFRI 10000 NW 25th St Miami, 33172	Miami-Dade	Sulfuric Acid	Juan Besson 305-929-1720
37072	Verizon Wireless Krome Tower (FL137594) 885 SW 177th Ave Miami, 33184	Miami-Dade	Sulfuric Acid	Susan Calderon 908-626-6230
37114	Verizon Wireless Spectrasite Medley (FL138112) 9500 NW 109th St Medley, 33114	Miami-Dade	Sulfuric Acid	Susan Calderon 908-626-6230

33700	Windstream - Paetec Miami (Blue Lagoon) 5301 Blue Lagoon Dr - Suite 100 Miami, 33126	Miami-Dade	Sulfuric Acid	Jim Hvisdas 407-581-1300
34028	Windstream Paetec Miami 1 100 North Biscayne Blvd Miami, 33132	Miami-Dade	Sulfuric Acid	Tom Mitchell 251-716-6359
494	Winfield Solutions - Homestead 790 Northwest 10 Ave Homestead, 33030	Miami-Dade	Methyl Bromide	Mike Nunez 305-247-1521
20120	Winn-Dixie Logistics, Inc. Miami Distribution Facility 3300 Northwest 123rd St Miami, 33167	Miami-Dade	Ammonia (anhydrous)	Kenny Lewis 305-769-6609
26692	XO Communications (FL - 2) 16563 Northwest 15 Ave Miami, 33169	Miami-Dade	Sulfuric Acid	Chris Schnaithman 214-261-6979
30027	XO Communications (FL - 201) 8790 Northwest 18 Terrace Miami, 33172	Miami-Dade	Sulfuric Acid	Chris Schnaithman 214-261-6979

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Attachment D
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Miami-Dade County AGREEMENT#16-CP-11-00-00-00-000

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

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

_____ _____
Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $ _____

(To be completed by the Division)

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

[ ] ADVANCE REQUESTED

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

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

ESTIMATED EXPENSES

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

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

_____

_____

_____

_____

_____

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

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

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

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

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

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

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror or whose bid or offer is responsive to the solicitation and is most

advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

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

Business Hours

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

Licensing and Permitting

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

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title DCA Contract Number

_____

Street Address

_____

City, State, Zip

_____

Date

Attachment H

Statement of Assurances

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

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

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

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

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

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

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

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

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

Attachment I

Hazard Analysis Contract Checklist and CAMEO*fm* Guide

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

Attachment J

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

_____
Facility Name (Please print)

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

_____
County (Please print)

_____
Name of Facility Representative (Please print)

_____ _____
Facility Representative Signature Site Visit Date

_____
Site Visit Performed by (Please print)

_____ _____
Signature Site Visit Date

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

Notes: _____

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

Attachment K

STATEMENT OF DETERMINATION

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

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

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

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

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

Further explanation if necessary:

_____

_____

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

ATTACHMENT L

HAZARD ANALYSIS REVIEW CRITERIA

Facility Page

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

Chemical In Inventory

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

Scenario Page

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