

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: 3/11/2008

(X) Consent                      ( ) Regular  
( ) Ordinance                  ( ) Public Hearing

Department

Submitted By: PUBLIC SAFETY  
Submitted For: Emergency Management

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: Receive and file the executed Hazardous Materials Contingency Planning and Grant Agreement in the amount of \$23,820 from the Florida Division of Emergency Management for the period of July 01, 2007 to June 30, 2008.

**Summary:** This is an annual grant from the State to conduct the Hazardous materials analyses in the County. R-2006-0401 gave authority to the County Administrator or his designee to execute these agreements on behalf of the Board.

Countywide (DW)

**Background and Justification:**

**Attachments:**

1. Agreement

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Recommended & Approved by:

 1/28/08  
Assistant County Administrator                      Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011
Capital Expenditures				
Operating Costs	\$23,820			
External Revenues	\$23,820			
Program Income (County)				
In-Kind Match (County)				
NET FISCAL IMPACT	0	0	0	0
# ADDITIONAL FTE				
POSITIONS (Cumulative)	0	0	0	0

Is Item Included in Current Budget? Yes X No

Budget Account No.:

Expenditures: Fund 1427 Department 662 Unit 7103 Object 3140

Revenues: Fund 1427 Department 662 Unit 7103 Object 3429

### 2. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact. Funds come from The Department of Community Affairs / Florida Division of Emergency Management.

### 3. Departmental Fiscal Review:



## III. REVIEW COMMENTS

### 1. OFMB Fiscal and/or Contract Administration Comments:

\_\_\_\_\_  
OFMB

\_\_\_\_\_  
Contract Administration

### 2. Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney

### 3. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

REVISED 07/06



STATE OF FLORIDA

## **DIVISION OF EMERGENCY MANAGEMENT**

CHARLIE CRIST  
Governor

W. CRAIG FUGATE  
Director

October 19, 2007

RECEIVED  
OCT 22 2007

### MEMORANDUM

TO: All Contract Recipients

FROM: Sheri Powers, Administrator

SUBJECT: 2008 Hazards Analysis Update Contract

Enclosed is an original executed copy of the 2008 Hazards Analysis Update Contract. If you have any questions regarding the contract, please contact Timothy Date at (850) 410-1272.

SP:gd

Enclosure

Contract Number: 08CP-04-10-60-01-144

CSFA Number 52.023

**STATE-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Financial Compensation Requirements, Attachment A of this Agreement, and the Scope of Work and Schedule of Payments, Attachment B of this Agreement.

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

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in EXHIBIT-1 and Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2007 and shall end June 30, 2008, 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 mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained 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 of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(b) 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 supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Financial Compensation Requirements - Attachment A - and the Scope of Work and Schedule of Payments - Attachment B - and all other applicable laws and regulations.

(c) 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 be construed according to the circumstances but ordinarily shall 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 all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

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

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$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 indicates State financial assistance awarded through the Division by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

(e) Report Submission

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

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

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

The Division of Emergency Management at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]  
and  
Division of Emergency Management  
Bureau of Preparedness  
Technological Hazards Section  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

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

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

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

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable

regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

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

#### (7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Financial Compensation Requirements - Attachment A - and the Scope of Work and Schedule of Payments - Attachment B.

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

#### (8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, sub-recipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Scope of Work and Schedule of Payments is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment B to this Agreement.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all 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 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 the Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by said acts or omissions. 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 any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby 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 shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) 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 in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

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

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

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

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



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

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

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

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

#### (12) TERMINATION

(a) The Division may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; 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 the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish 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 the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as 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 identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name, title, address, telephone number, fax number and E-mail address of the Division program manager for this Agreement is:

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

(c) The name, title, address, telephone number, fax number and E-mail address of the Representative of the Recipient responsible for the administration of the Agreement is:

Charles Tear, Director  
Division of Emergency Management  
20 S. Military Trail  
West Palm Beach, FL 33415  
Telephone: (561) 712-6321  
Fax: (561) 712-6464  
Email: [ctear@psd.co.palm-beach.fl.us](mailto:ctear@psd.co.palm-beach.fl.us)

**ORIGINAL**

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

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, within thirty (30) days after execution of the subcontract by the Recipient, a copy of the executed subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources  
Attachment A - Financial Compensation Requirements  
Attachment B - Scope of Work and Schedule of Payments  
Attachment C - County Facilities Listing  
Attachment D - Financial Invoice  
Attachment E - Hazards Analysis Contract Checklist and CAMEO Guide  
Attachment F - Hazards Analysis Site Visit Certification Form  
Attachment G - Warranties and Representations

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to \$23,820.00. Payment will be made in accordance with the provisions of the Financial Compensation Requirements, Attachment A of this Agreement, and the Scope of Work and Schedule of Payments, Attachment B of this Agreement.

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

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

(18) REPAYMENTS

All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of "Cashier, Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

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

(19) VENDOR PAYMENTS

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD 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 subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) 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 lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed 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 terms and life of this Agreement as a whole.

(d) The 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.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(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) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(k) 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.

(l) 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.

(m) 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 such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

#### (21) STATE LOBBYING PROHIBITION

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

#### (22) 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 brings to the performance of this Agreement 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 arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant 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 so 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.

(23) PROPERTY MANAGEMENT.

(a) Title to equipment acquired by a Recipient with State funds shall vest in the Recipient, subject to conditions of this section. The Recipient must continue the operation, maintenance, repair and administration of any equipment or other personal property purchased under this Agreement in accordance with the purposes for which the funds were originally appropriated and for the period of time expressly specified in the Agreement or, failing to do so, the Recipient must return to the Division the subgrant funds used to purchase the property.

(b) The Recipient shall not use equipment acquired with State funds to provide services to non-State outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Florida statute, for as long as the State retains an interest in the equipment.

(c) The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds and shall not encumber the property without approval of the Division. When no longer needed for the original project or program, the Recipient shall use the equipment in connection with its other State-sponsored activities, in the following order of priority: (i) Activities sponsored by the Division, then (ii) activities sponsored by other State agencies.

(d) During the time that equipment is used on the project or program for which it was acquired, the Recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Division; second preference shall be given to projects or programs sponsored by other State agencies. If the equipment is owned by the State of Florida, use on other activities not sponsored by the State of Florida shall be permissible if authorized by the Division. User charges shall be treated as program income.

(e) When acquiring replacement equipment, the Recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Division.

(f) The Recipient's property management standards for equipment acquired with State and State-owned equipment shall include all of the following.

1. Equipment records shall be maintained accurately and shall include the following information.

- (i) A description of the equipment.
- (ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
- (iii) Source of the equipment, including the award number.
- (iv) Whether title vests in the Recipient or the State of Florida.
- (v) Acquisition date (or date received, if the equipment was furnished by the State of Florida) and cost.
- (vi) Information from which one can calculate the percentage of State participation in the cost of the equipment (not applicable to equipment furnished by the State of Florida).

(vii) Location and condition of the equipment and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the Division for its share.

2. Equipment owned by the State of Florida shall be identified to indicate State ownership.

3. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

4. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned by the State of Florida, the Recipient shall promptly notify the Division.

5. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

6. Where the Recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

(g) When the Recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards. For equipment with a current per unit fair market value of \$5000 or more, the Recipient may retain the equipment for other uses provided that compensation is made to the Division. The amount of compensation shall be computed by applying the percentage of State participation in the cost of the original project or program to the current fair market value of the equipment. If the Recipient has no need for the equipment, the Recipient shall request disposition instructions from the Division. The Division shall determine whether the equipment can be used to meet the Division's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported to the Department of Management Services by the Division to determine whether a requirement for the equipment exists in other State agencies. The Division shall issue instructions to the Recipient no later than 120 calendar days after the Recipient's request and the following procedures shall govern.

1. If so instructed or if disposition instructions are not issued within 120 calendar days after the Recipient's request, the Recipient shall sell the equipment and reimburse the Federal awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Recipient shall be permitted to deduct and retain from the State share \$500 or ten percent of the proceeds, whichever is less, for the Recipient's selling and handling expenses.

2. If the Recipient is instructed to ship the equipment elsewhere, the Recipient shall be reimbursed by the State of Florida by an amount which is computed by applying the percentage of the Recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

3. If the Recipient is instructed to otherwise dispose of the equipment, the Recipient shall be reimbursed by the Division for such costs incurred in its disposition.

4. The Division may reserve the right to transfer the title to the State of Florida or to a third party named by the State when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards.

(i) The equipment shall be appropriately identified in the award or otherwise made known to the Recipient in writing.

(ii) The Division shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned equipment. If the Division fails to issue disposition instructions within the 120 calendar day period, the Recipient shall apply the standards of this section, as appropriate.

(iii) When the Division exercises its right to take title, the equipment shall be subject to the provisions for State-owned equipment.

(24) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient: PALM BEACH COUNTY

BY: [Signature]

Name and title: Charles Tear, Director

Div of Emergency Mgmt

Date: August 14, 2007

SAMAS # N/A FEID# 59-6000785

ORIGINAL

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: [Signature]

Name and Title: W. Craig Fugate, Director  
Division of Emergency Management

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

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**EXHIBIT – 1**

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

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

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of \$23,820.00.

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

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

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**Attachment A**

**FINANCIAL COMPENSATION REQUIREMENTS**

A. Upon execution of this Agreement, the Recipient shall be compensated for tasks completed in accordance with the Scope of Work and Schedule of Payments, which are incorporated in this Agreement as Attachment B, except as provided herein.

B. Each request for payment shall be initiated by the Division upon receipt of an acceptable Financial Invoice (Attachment D) that is supported by a product that meets the requirements of this Agreement. The Recipient's authorized official shall sign the Financial Invoice. The Recipient shall submit a Financial Invoice for payment that is commensurate with the Schedule of Payments identified in Attachment B.

C. In the event that the Recipient submits less than fifty (50) percent of the completed hazards analyses on or before November 1, 2007 or less than the final fifty (50) percent of the completed hazards analyses on or before February 1, 2008, then the payment due may be reduced by an amount commensurate with the number of omitted hazards analyses and the number of days late, if any.

D. If the Division finds that the Recipient is not in compliance with the terms of this Agreement, or is not in compliance with any other grant program administered by the Division, then, without waiving its right to terminate this Agreement, the Division may, with written notice, withhold payment until the Recipient is in compliance with and is performing satisfactorily under this Agreement or the applicable requirement of any other grant program administered by the Division. The notice will be sent in accordance with Paragraph (13) of this Agreement. Noncompliance under this section includes, but is not limited to, the Recipient's failure to submit timely, accurate and complete products required under this Agreement.

**End Attachment A**

## **Attachment B**

### **SCOPE OF WORK AND SCHEDULE OF PAYMENTS**

#### **PURPOSE**

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

#### **SCOPE OF WORK**

##### **TASK 1: Submission and Guidance**

Submission of a completed hazards analysis that complies with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment C. The primary guidance documents are Attachment E (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing by certified mail, return receipt requested and approved by the Division.

##### **TASK 2: Coordination of Activities**

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

- A. Submit to the Division by August 15, 2007 the name, address, telephone number and E-mail address of the Recipient's contract manager.
- B. Of the facilities listed on Attachment C, fifty (50) percent of the completed hazards analyses shall be submitted electronically in CAMEOfm format to the Division no later than November 1, 2007 and the final fifty (50) percent of the completed hazards analyses shall be submitted electronically in CAMEOfm format to the Division by no later than February 1, 2008 except that later dates may be agreed upon in writing by both parties to this Agreement. Absent any extenuating circumstances and except as otherwise provided in this Agreement, work submitted after February 1, 2008 will not be accepted, reviewed or compensated. The Division will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.
- C. Within the period of the Agreement, participation in a technical assistance training session provided by the Division is required. The Division reserves the right to waive this requirement.
- D. Within the period of the Agreement, submit a list of facilities within the Recipient's geographical boundaries that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

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

- A. Review and update hazards analyses for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission that they have present those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. It is required that each Attachment C facility be contacted by on-site visit to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO*ofm* program. Each facility hazards analysis shall include, but is not limited to, the following items:

#### (1) Facility Information

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

- (b) Facility address

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

- (c) Facility Identification

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

- (d) Facility Emergency Coordinator

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

- (e). Transportation Routes

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

- (f) Evacuation Routes

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

- (g) Historical Accident Record

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

#### (2) Hazard Identification

- (a) Chemical identities

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

(b) Maximum quantity on-site

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

(c) Amount in largest container or interconnected containers

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

(d) Type and design of storage container or vessel

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

(e) Nature of the hazard

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

(3) Vulnerability Analysis

(a) Extent of the Vulnerable Zone

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

(b) Estimate Facility Population

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

(c) Critical Facilities

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

(d) Estimate Total Exposed Population

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

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

(a) Probability of release

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

(b) Severity of consequences of human injury

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

(c) Severity of consequences of damage to property

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

(d) Severity of consequences of environmental exposure

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

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

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

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

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

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

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

**TASK 4: On-Site Visits**

- A. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis (Task 3).
- B. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment F) to the Division for each facility site visit conducted.

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

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

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

**SCHEDULE OF PAYMENTS**

- A. The first payment in the amount of \$10,719.00 is payable upon Division receipt of an acceptable financial invoice (Attachment D) and the completed Hazards Analyses due on or before November 1, 2007.
- B. The second payment in the amount of \$10,719.00 is payable upon Division receipt of an acceptable financial invoice (Attachment D) and the completed Hazards Analyses due on or before February 1, 2008.
- C. A final payment in the amount of \$2,382.00 is payable upon Division approval of all required hazards analyses, upon the Division receiving an acceptable financial invoice (Attachment D), proof of distribution of the approved Hazards Analyses to the Local Emergency Planning Committee, and proof of notification to all facilities (for which a hazards analysis was required) and response agencies of the availability of the hazards analyses information

**End Attachment B**

# ATTACHMENT C - PALM BEACH COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10	GLADES FORMULATING	GLADES FORMULATING	JUAN MONTALVO, JR.
1194	909 NORTHWEST 13TH STREET BELLE GLADE FL 33430	POST OFFICE BOX 1690 BELLE GLADE FL 33430	561-996-4200
10	GLADEVIEW AERIAL SERVICE - KNIGHT MANAGEMENT FARM	GLADEVIEW AERIAL SERVICE, INCORPORATED	CHRISTOPHER C. HOPPER
1348	2511 ATLANTIC SUGAR ROAD BELLE GLADE FL 33430	POST OFFICE BOX 730 BELLE GLADE FL 33430	561-261-0598
10	RAYS HERITAGE LLC - PACKINGHOUSE	RAYS HERITAGE LLC	RAYMOND R ROTH JR
34192	2401 EAGLE LANE BELLE GLADE FL 33430	POST OFFICE BOX 1300 BELLE GLADE FL 33430-7828	561-996-2991
10	STAR FARMS - NEW RANCH I	STAR FARMS	DARRELL HENDERSON
7249	28900 STATE ROAD 880 BELLE GLADE FL 33430-	POST OFFICE BOX 100 BELLE GLADE FL 33430	561-996-9800
10	STAR RANCH ENTERPRISES - RESMONDO FARM	STAR RANCH ENTERPRISES	RICHARD BURNS
8773	NORTH OF NINE MILE BEND BELLE GLADE FL 33430-	POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	561-996-9800
10	STAR RANCH ENTERPRISES - SUNRAY FARM	STAR RANCH ENTERPRISES	RICHARD BURNS
12665	SOUTH OF TOWN NEAR TABIT ROAD BELLE GLADE FL 33430-	POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	561-996-9800
10	U A P DISTRIBUTION - BELLE GLADE	UAP DISTRIBUTION	S M PITTS JR
1410	749 NORTHWEST AVENUE L BELLE GLADE FL 33430	9350 BAY PLAZA BOULEVARD, SUITE 122 TAMPA FL 33619	561-996-8666
10	UNIVERSITY OF FLORIDA - EVERGLADES RESEARCH CENTER	UNIVERSITY OF FLORIDA - E H AND S	JOLENE CHRISTENSEN
1418	3200 EAST PALM BEACH ROAD BELLE GLADE FL 33430-470	POST OFFICE BOX 11275, BLDG 831 GAINESVILLE FL 32611	561-996-3062
10	A B C SUPERABRASIVES	A B C SUPERABRASIVES	STIG WASHBURN
27422	6650 PARK OF COMMERCE BOULEVARD BOCA RATON FL 33487-	6650 PARK OF COMMERCE BOULEVARD BOCA RATON FL 33487	561-995-7900



LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 5243	BELLSOUTH TELECOMMUNICATIONS - E8179 9407 GLADES ROAD BOCA RATON FL 33434-390	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
10 8078	CITY OF BOCA RATON - WTP 1301 WEST GLADES ROAD BOCA RATON FL 33431	CITY OF BOCA RATON PUBLIC UTILITIES 1501 GLADES ROAD BOCA RATON FL 33431	GREG ESSEN 561-338-7323
10 1303	PALM BEACH COUNTY - WTP 9 (9S RE-PUMP) 22438 SOUTHWEST 7 STREET BOCA RATON FL 33428	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	VINCENT MUNN 561-381-5354
10 27864	SIEMENS ICN BOCA RATON - BUILDING A 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	RAMON VAUJIN 561-923-4643
10 27858	SIEMENS ICN BOCA RATON - BUILDINGS 1 AND 2 5500 BROKEN SOUND BOULEVARD BOCA RATON FL 33487-	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	RAMON VAUJIN 561-923-4643
10 1392	THOMAS PRODUCE 9905 CLINT MOORE ROAD BOCA RATON FL 33496-109	THOMAS PRODUCE 9905 CLINT MOORE ROAD BOCA RATON FL 33496-1099	MARK GONZALEZ 561-482-1111
10 19437	U S FOODSERVICE - BOCA RATON 7598 NORTHWEST 6 AVENUE BOCA RATON FL 33487-	U S FOODSERVICE 9755 PATUXENT WOODS DRIVE COLUMBIA MD 21046	GEORGE BALDINO 561-995-4452
10 167	BEDNER GROWERS - BRETZ FARM 8245 STATE ROAD 7---167 BOYNTON BEACH FL 33437	BEDNER GROWERS 14186 STARKEY ROAD DELRAY BEACH FL 33446	STEVE BEDNER 561-499-3994
10 7391	BEDNER GROWERS - BROWN FARM LEE ROAD AND STATE ROAD 7 BOYNTON BEACH FL 33436	BEDNER GROWERS 14186 STARKEY ROAD DELRAY BEACH FL 33446	STEVE BEDNER 561-499-3994
10 7118	CITY OF BOYNTON BEACH - EAST WTP 1620 SOUTH SEACREST BOULEVARD BOYNTON BEACH FL 33435	CITY OF BOYNTON BEACH POST OFFICE BOX 310 BOYNTON BEACH FL 33425-0310	MELVIN PINKNEY 561-742-6428

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 20390	CITY OF BOYNTON BEACH - WEST WTP 5469 WEST BOYNTON BEACH BOULEVARD BOYNTON BEACH FL 33437-210	CITY OF BOYNTON BEACH POST OFFICE BOX 310 BOYNTON BEACH FL 33425-0310	DAVE AILSTOCK 561-742-6453
10 34059	DUBOIS AND SON - BOYNTON BEACH 9588 WEST BOYNTON BEACH BOULEVARD BOYNTON BEACH FL 33437	DUBOIS AND SON LLC POST OFFICE BOX 740180 BOYNTON BEACH FL 33474	ROBERT DUBOIS JR 561-498-3000
10 7691	GREEN PEPPER FARM - BOYNTON BEACH 12607 STATE ROAD 7 BOYNTON BEACH FL 33437	GREEN PEPPER FARM 9545 LISTOW TERRACE BOYNTON BEACH FL 33437-	TOMAS SANTIAGO 561-498-5807
10 33821	HOME DEPOT USA - 0224 1500 SOUTHWEST 8 STREET BOYNTON BEACH FL 33426	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	CLINT HARTLEY 561-789-8489
10 33466	R AND A FARMS 12640 ACME DAIRY ROAD BOYNTON BEACH FL 33437	R AND A FARMS, INCORPORATED 6120 SUGAR CANE LANE LAKE WORTH FL 33467-5830	RICHARD AMESTOY 561-790-6337
10 7812	TROPICAL BREEZE ESTATES - WWTP 4280 MOCKINGBIRD DRIVE BOYNTON BEACH FL 33436	TROPICAL BREEZE ESTATES 4280 MOCKINGBIRD DRIVE BOYNTON BEACH FL 33436	ROBERT FALZONE 561-732-4878
10 34133	WALGREENS - BOYNTON BEACH 1974 HIGH RIDGE ROAD BOYNTON BEACH FL 33426	WALGREENS CORPORATION 900 WILMOT ROAD DEERFIELD IL 60015-	ROB VARNO 561-493-7700
10 12667	STAR RANCH ENTERPRISES - OKEECHOBEE 14 FARM BETWEEN US HIGHWAY 98 / BIG MOUND CANAL BRYANT FL 33439-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	GREGORY WARR 561-996-5227
10 7392	BEDNER GROWERS - ABE FARM 14186 STARKEY ROAD DELRAY BEACH FL 33446	BEDNER GROWERS 14186 STARKEY ROAD DELRAY BEACH FL 33446	STEVE BEDNER 561-499-3994
10 5244	BELLSOUTH TELECOMMUNICATIONS - E8180 6037 WEST ATLANTIC AVENUE DELRAY BEACH FL 33484-840	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 5618	CITY OF DELRAY BEACH - WTP 200 SOUTHWEST 6 STREET DELRAY BEACH FL 33444	CITY OF DELRAY BEACH 100 NORTHWEST 1ST AVNUE DELRAY BEACH FL 33444	JOHN BULLARD 561-243-7318
10 1208	HELENA CHEMICAL - DELRAY BEACH 9025 WEST ATLANTIC AVENUE DELRAY BEACH FL 33446	HELENA CHEMICAL COMPANY 225 SCHILLING BOULEVARD SUITE 300 COLLIERVILLE TN 38017-	ALLEN LATHROP 561-499-0486
10 24018	HELENA CHEMICAL - LYKES AGRI SALES - DELRAY BEACH 9024 WEST ATLANTIC AVENUE DELRAY BEACH FL 33446-	HELENA CHEMICAL COMPANY 225 SCHILLING BOULEVARD SUITE 300 COLLIERVILLE TN 38017-	ALLEN L. LATHROP 561-499-0486
10 33840	HOME DEPOT USA - 6315 1400 WATERFORD PLACE DELRAY BEACH FL 33444	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	MALANTHA WRIGHT 561-214-3538
10 33432	KINGS POINT GOLF COURSE - CLUBHOUSE AND BARN 6561 FLANDERS WAY DELRAY BEACH FL 33484-537	MEADOWBROOK GOLF / INTERNATIONAL GOLF MAINTEN 8390 CHAMPIONSGATE BOULEVARD - SUITE 200 CHAMPIONSGATE FL 33896-8388	BOB DOLSON 561-499-3335 EXT 166
10 1306	PALM BEACH COUNTY - WTP 3 AND WWTP 3 13026 JOG ROAD DELRAY BEACH FL 33484-	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	LARRY JOHNSON 561-493-6090
10 1429	UNIVAR U S A - DELRAY BEACH 1055 SOUTHWEST 15 AVENUE - BUILDING B DELRAY BEACH FL 33444-126	UNIVAR USA 3600 WEST WENDOVER AVENUE GREENSBORO NC 27407-1508	HECTOR TECHERA 305-883-9541
10 1398	TOWN OF MANALAPAN - WTP 7000 US HIGHWAY 1 HYPOLUXO FL 33462-	TOWN OF MANALAPAN 600 SOUTH OCEAN BOULEVARD MANALAPAN FL 33462-	MARK T HULL 561-586-2487
10 5249	BELLSOUTH TELECOMMUNICATIONS - E8649 112 SEMINOLE AVENUE JUPITER FL 33458-433	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
10 33882	HOME DEPOT USA - 0274 1694 WEST INDIANTOWN ROAD (ST ROAD 706) JUPITER FL 33458	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	TOM ROBERTS 561-339-3446

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 1394	TOWN OF JUPITER - WTP 17403 CENTRAL BOULEVARD JUPITER FL 33458-	TOWN OF JUPITER - UTILITIES DEPARTMENT POST OFFICE BOX 8900 JUPITER FL 33468-8900	PAUL JURCZAK 561-741-2601
10 1415	UNITED TECHNOLOGIES - PRATT AND WHITNEY 17900 BEELINE HIGHWAY JUPITER FL 33478	UNITED TECHNOLOGIES - PRATT AND WHITNEY P O BOX 109600 - MAIL STOP 717-03 WEST PALM BEACH FL 33410-9600	CARLOS VALLE 561-796-2333
10 33832	HOME DEPOT USA - 0220 3860 NORTHLAKE BOULEVARD LAKE PARK FL 33403	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	PAUL KELLY 781-266-8614
10 18934	BELLSOUTH TELECOMMUNICATIONS - E8801 120 NORTH K STREET LAKE WORTH FL 33460-331	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
10 33819	HOME DEPOT USA - 0205 4241 LAKE WORTH ROAD LAKE WORTH FL 33461	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	PEDRO SANCHEZ 561-644-4325
10 1304	PALM BEACH COUNTY - WTP 2 2956 PINEHURST DRIVE LAKE WORTH FL 33467-	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	PAT LYLES 561-493-6262
10 30655	SAMS CLUB - STORE 8140 7233 SEACREST BOULEVARD LANTANA FL 33462	SAMS EAST INC - CORPORATE COMPLIANCE 508 SOUTHWEST 8 STREET BENTONVILLE AR 72712-0505	DARRELL GIBBS 561-586-9260
10 34058	DUBOIS AND SON - LOXAHATCHEE 18230 - 70 ROAD NORTH LOXAHATCHEE FL 33470	DUBOIS AND SON LLC POST OFFICE BOX 740180 BOYNTON BEACH FL 33474	ROBERT DUBOIS JR 561-498-3000
10 27819	GREEN PEPPER FARM - LOXAHATCHEE---27819 2601 A ROAD LOXAHATCHEE FL 33470-	GREEN PEPPER FARM 9545 LISTOW TERRACE BOYNTON BEACH FL 33437-	TOMAS SANTIAGO 561-498-5807
10 27820	GREEN PEPPER FARM - LOXAHATCHEE---27820 14653 NORTH ROAD LOXAHATCHEE FL 33470-	GREEN PEPPER FARM 9545 LISTOW TERRACE BOYNTON BEACH FL 33437-	TOMAS SANTIAGO 561-498-5807

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 30410	SUGAR FARMS COOP - NORTHERN DIVISION US HIGHWAY 98 - 20 MILES SOUTH OF CANAL POINT LOXAHATCHEE FL 33470	SUGAR FARMS CO-OP POST OFFICE BOX 408 LOXAHATCHEE FL 33470-	MODESTO ULLOA 561-924-4474
10 33467	ANODIZING PROFESSIONALS 1113 48 STREET BAY 6 MANGONIA PARK FL 33407	ANODIZING PROFESSIONALS 1113 48 STREET BAY 6 MANGONIA PARK FL 33407	GUS NORDGREN 772-286-4706
10 13845	FLORIDA POWER AND LIGHT - JUNO BEACH OFFICE 700 UNIVERSE BOULEVARD NORTH PALM BEACH FL 33408-	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	RUSS CARPENTER 561-694-4264
10 1102	CITY OF PAHOKEE - WATER PLANT 180 NORTH LAKE AVENUE PAHOKEE FL 33476	CITY OF PAHOKEE 171 NORTH LAKE AVENUE PAHOKEE FL 33476	WILLIAM J. RAWLS 561-924-5534
10 7367	CITY OF PAHOKEE - WWTP 1001 RIM CANAL ROAD PAHOKEE FL 33476	CITY OF PAHOKEE 171 NORTH LAKE AVENUE PAHOKEE FL 33476	JAMES VAUGHN 561-924-5534
10 33685	FLORIDA ICE MANUFACTURING CORPORATION 2780 EAST MAIN STREET PAHOKEE FL 33476	FLORIDA ICE MANUFACTURING CORP. 2780 EAST MAIN STREET PAHOKEE FL 33476	WILL REED 978-423-4895
10 12666	STAR RANCH ENTERPRISES - OKEECHOBEE 17 18 20 FARMS NEAR US HIGHWAY 98 AND COUNTY ROAD 717 PAHOKEE FL 33476-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 25693	SUGAR FARMS COOP - HATTON RANCH 32298 US HIGHWAY 98 PAHOKEE FL 33476-	SUGAR FARMS CO-OP POST OFFICE BOX 408 LOXAHATCHEE FL 33470-	FERNANDO SANCHEZ 561-924-7156
10 10160	TRUCANE SUGAR US HIGHWAY 98 AND HATTON HIGHWAY---10160 PAHOKEE FL 33476-	TRUCANE SUGAR POST OFFICE BOX 17918 WEST PALM BEACH FL 33416-7918	-- --
10 5248	BELLSOUTH TELECOMMUNICATIONS - E8519 3700 RCA BOULEVARD PALM BEACH GARDE FL 33410-323	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 33703	U S LEC OF FLORIDA - WEST PALM BEACH 7121 FAIRWAY DRIVE - SUITE 101 PALM BEACH GARDE FL 33418	U S LEC OF FLORIDA INC 6801 MORRISON BOULEVARD CHARLOTTE NC 28211	DUTY FOREMAN 800-978-7532
10 1104	CITY OF RIVIERA BEACH - WTP 800 WEST BLUE HERON BOULEVARD RIVIERA BEACH FL 33404	CITY OF RIVIERA BEACH POST OFFICE BOX 9757 RIVIERA BEACH FL 33404-	DR EDWARD E SIERRA 561-845-4185
10 1170	FLORIDA POWER AND LIGHT - RIVIERA POWER PLANT 200-300 BROADWAY RIVIERA BEACH FL 33404-	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	GARY D. MONCRIEF SR. 561-845-3103
10 30157	MERCHANTS EXPORT 200 MARTIN LUTHER KING JUNIOR BOULEVARD RIVIERA BEACH FL 33404	PORT OF PALM BEACH POST OFFICE BOX 9935 RIVIERA BEACH FL 33419	CHRIS YATES 305-481-1823
10 6411	PEPSI COLA BOTTLING OF FORT LAUDERDALE - PALM BEACH 7305 GARDEN ROAD RIVIERA BEACH FL 33404-	PEPSI COLA BOTTLING OF FORT LAUDERDALE 7305 GARDEN ROAD RIVIERA BEACH FL 33404	JOHN FORTINI 561-848-1000
10 19287	PALM BEACH COUNTY - WTP 10 10930 OKEECHOBEE BOULEVARD ROYAL PALM BEACH FL 33411-	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	THOMAS BLUMBERG 561-790-5126
10 1367	GLADES PRECOOLER 300 US HIGHWAY 27 NORTH SOUTH BAY FL 33493	GLADES PRECOOLER POST OFFICE BOX 598 PAHOKEE FL 33476-0598	JOE MILLER 561-261-9980
10 1288	OKEELANTA - SUGARMILL DIVISION 21250 US HIGHWAY 27 SOUTH BAY FL 33493	OKEELANTA CORPORATION POST OFFICE BOX 86 SOUTH BAY FL 33493-0086	RICARDO LIMA 561-996-9072
10 29680	STAR RANCH ENTERPRISES - FLETCHER FARM SOUTHWEST OF OKEELANTA SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 29681	STAR RANCH ENTERPRISES - JONES FARM WEST OF US HIGHWAY 27 SOUTH OF OKEELANTA SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 29678	STAR RANCH ENTERPRISES - L H HILL FARM OLD US HIGHWAY 27 WEST OF LAKE HARBOR SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 29679	STAR RANCH ENTERPRISES - SECTION 26 FARM US HIGHWAY 27 NEAR OKEELANTA SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 29684	STAR RANCH ENTERPRISES - WEST FARM US HIGHWAY 27 - 9 MILES SOUTH OKEELANTA---29684 SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 25692	SUGAR FARMS COOP - SOUTHERN DIVISION 15500 US HIGHWAY 27 SOUTH SOUTH BAY FL 33493-	SUGAR FARMS CO-OP POST OFFICE BOX 408 LOXAHATCHEE FL 33470-	FERNANDO SANCHEZ 561-924-7156
10 1436	VILLAGE OF TEQUESTA - GREEN SAND WTP AND R O FACILITY 901 NORTH OLD DIXIE HIGHWAY TEQUESTA FL 33469-	VILLAGE OF TEQUESTA - UTILITY DEPARTMENT POST OFFICE BOX 3474 TEQUESTA FL 33469-	LOUIS FALLON 561-575-6235
10 1435	VILLAGE OF GOLF - WTP 4693 GOLF ROAD VILLAGE OF GOLF FL 33436-	VILLAGE OF GOLF UTILITIES 21 COUNTRY ROAD VILLAGE OF GOLF FL 33436-5299	MARK HULL 561-732-0236
10 33981	HOME DEPOT USA - 6379 220 SOUTH STATE ROAD 7 WEST PALM FL 33414	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	TERR MARHAN 954-383-4116
10 1046	A T AND T CORPORATION - FL3440 WEST PALM BEACH 325 GARDENIA STREET---1046 WEST PALM BEACH FL 33401-	A T AND T CORPORATION 898 MARIE LANE CONYERS GA 30094	PAUL WELLER 561-837-9985
10 33501	ADELPHIA - WEST PALM BEACH 2656 ELECTRONICS WAY - ADELPHIA WEST PALM BEACH FL 33407	ADELPHIA 1 NORTH MAIN STREET COULDERSPORT PA 16915	JON BOARDMAN 814-274-1675
10 33504	ADELPHIA - WEST PALM BEACH - NORTHPOINT PARKWAY 1401 NORTHPOINT PARKWAY WEST PALM BEACH FL 33407	ADELPHIA 1 NORTH MAIN STREET COULDERSPORT PA 16915	JON BOARDMAN 814-274-1675

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 5246	BELLSOUTH TELECOMMUNICATIONS - E8508 325 GARDENIA STREET - FLOORS 1 AND 3 WEST PALM BEACH FL 33401-580	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
10 5247	BELLSOUTH TELECOMMUNICATIONS - E8510 3640 AVENUE E WEST PALM BEACH FL 33404-222	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
10 1454	CITY OF WEST PALM BEACH - EAST CENTRAL REGIONAL WWTP 4325 HAVERHILL ROAD AT 45 STREET WEST PALM BEACH FL 33409-	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVE HOLLER 561-494-1130
10 16340	CITY OF WEST PALM BEACH - IBIS REPUMP STATION 8740 STATE ROAD 7 WEST PALM BEACH FL 33412-	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVID HOLLER 561-494-1130
10 1110	CITY OF WEST PALM BEACH - KAYE STREET REPUMP STATION 952 KAYE STREET WEST PALM BEACH FL 33407-	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVE HOLLER 561-494-1130
10 19107	CITY OF WEST PALM BEACH - ST MARYS REPUMP STATION 1013 45 STREET WEST PALM BEACH FL 33407-	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVE HOLLER 561-494-1130
10 1114	CITY OF WEST PALM BEACH - VALLEY FORGE REPUMP STATION 800 VALLEY FORGE ROAD WEST PALM BEACH FL 33405	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVE HOLLER 561-494-1130
10 1111	CITY OF WEST PALM BEACH - VILLAGES OF PALM BEACH LAKES 807 CUMBERLAND DRIVE WEST PALM BEACH FL 33402-	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVE HOLLER 561-494-1130
10 1112	CITY OF WEST PALM BEACH - WATER TREATMENT PLANT 1009 BANYAN BOULEVARD WEST PALM BEACH FL 33401-	CITY OF WEST PALM BEACH 1000 45 STREET SUITE 7 WEST PALM BEACH FL 33407-	DAVE HOLLER 561-494-1130
10 34251	COMCAST OF COLORADO/FLORIDA 1401. NORTHPOINT PARKWAY WEST PALM BEACH FL 33407	COMCAST OF FLORIDA/PENNSYLVANIA 1500 MARKET STREET PHILADELPHIA PA 19102	ROBERT JOHNSON 239-432-1835



LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 34254	COMCAST OF FLORIDA/GEORGIA - PALM BEACH 2656. ELECTRONICS WAY WEST PALM BEACH FL 33407	COMCAST OF FLORIDA/PENNSYLVANIA 1500 MARKET STREET PHILADELPHIA PA 19102	ROBERT JOHNSON 239-432-1835
10 31099	DEPARTMENT OF TRANSPORTATION - WPB 7900 FOREST HILL BOULEVARD WEST PALM BEACH FL 33413-334	DEPARTMENT OF TRANSPORTATION 605 SUWANNEE STREET TALLAHASSEE FL 32399-0450	ERIK PADRON 561-432-4966
10 13841	FLORIDA POWER AND LIGHT - MARTIN FUEL OIL TERMINAL 2400 PORT WEST BOULEVARD WEST PALM BEACH FL 33407-	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	JOHN JONES 561-691-2815
10 13879	FLORIDA POWER AND LIGHT - PHYSICAL DISTRIBUTION CENTER 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407-	FLORIDA POWER AND LIGHT 2455 PORT WEST BOULEVARD WEST PALM BEACH FL 33407	DAVE KINZLER 561-640-2077
10 1195	GOOD SAMARITAN MEDICAL CENTER 1309 NORTH FLAGLER DRIVE WEST PALM BEACH FL 33401-349	TENET HEALTHCARE - GOOD SAMARITAN MEDICAL CENT 1309 NORTH FLAGLER DRIVE WEST PALM BEACH FL 33401	PARKER GITSCHIER 561-650-6099
10 1305	PALM BEACH COUNTY - WTP 8 1500 JOG ROAD WEST PALM BEACH FL 33417-	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	TIM MCALEER 561-493-6180
10 19342	PRECIOUS PLATE FLORIDA 2656 ELECTRONICS WAY WEST PALM BEACH FL 33407-	FLORIDA SUBSTRATE, INCORPORATED 711 GILHARBIN INDUSTRIAL BOULEVARD VALDOSTA GA 31601-6512	CHARLES FRANK 561-820-8150
10 1325	PURECOAT INTERNATIONAL 3301 ELECTRONICS WAY WEST PALM BEACH FL 33407-463	PURE COATINGS 3301 ELECTRONICS WAY WEST PALM BEACH FL 33407	GEORGE BOGNAT 561-844-0100
10 1331	RICH ICE CREAM 2915 SOUTH DIXIE HIGHWAY WEST PALM BEACH FL 33405	RICH ICE CREAM 2915 SOUTH DIXIE HIGHWAY WEST PALM BEACH FL 33405	ALAN BESWICK 561-833-7585
10 30661	SAMS CLUB - STORE 8157 4295 45 STREET WEST PALM BEACH FL 33407	SAMS EAST INC - CORPORATE COMPLIANCE 508 SOUTHWEST 8 STREET BENTONVILLE AR 72712-0505	ERIC PERRY 561-687-0098

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10	SPRINT COMMUNICATIONS - WEST PALM BEACH POP	SPRINT	JENNIFER SCARPINO
	400 SOUTH AUSTRALIAN AVENUE - SUITE 150	6480 SPRINT PARKWAY - MAIL STOP 5B874	407-889-1531
1424	WEST PALM BEACH FL 33401-500	OVERLAND PARK KS 66251-	
10	TOWN OF MANGONIA PARK - WTP	TOWN OF MANGONIA PARK - UTILITIES DEPT	EDDIE LEWIS
	5705 CANDLEWOOD AVENUE	1755 EAST TIFFANY DRIVE	561-845-1365
27579	WEST PALM BEACH FL 33407-	MANGONIA PARK FL 33407-	

**Attachment D  
FINANCIAL INVOICE  
FOR  
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

RECIPIENT: Palm Beach County AGREEMENT #

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

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

\_\_\_\_\_  
Signature of Authorized Official/Title

\_\_\_\_\_  
Date

<p>TOTAL AMOUNT TO BE PAID AS OF _____</p> <p>THIS INVOICE \$ _____</p> <p><b><u>(To be completed by the Division)</u></b></p>
--

## Attachment E

### HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

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

Attachment F

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

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

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

\_\_\_\_\_  
State Emergency Response Commission Code identification number

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

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

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

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

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

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

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

## **Attachment G**

### **Warranties and Representations**

#### **Financial Management**

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

- (1) Accurate, current and complete disclosure of the financial results of this project or program in accordance with Paragraph (7) and Paragraph (12) of this Agreement.
- (2) If applicable, records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) If applicable, written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
- (6) If applicable, written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- (7) Accounting records, including cost accounting records that are supported by source documentation.

#### **Competition**

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

#### **Codes of Conduct**

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated

herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 9:00 am to 5:00 pm, Monday through Friday.

#### Licensing and Permitting

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

#### End Attachment G