



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>23,865</u>	_____	_____	_____	_____
External Revenues	<u>(23,865)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included In Current Budget? Yes XX No \_\_\_\_\_

Budget Account No.: Fund 1427 Dept. 662 Unit 7103 Object 3401  
 REV: Fund 1427 Dept. 662 Unit 7103 Object 3429

Reporting Category \_\_\_\_\_

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

Fund- Emergency Mgmt.  
 Unit- Sara Hazardous Waste Grant

3. Departmental Fiscal Review:

*Eugene Villanueva*

III. REVIEW COMMENTS

1. OFMB Fiscal and/or Contract Administration Comments:

*atmilhita 11-4-08*  
 OFMB ~~10/31/08~~ *11/3/08* *CW* *10/29/08*

*John J. Jacob* *11/4/08*  
 Contract Administration  
*6/10/08 11/4/08*

2. Legal Sufficiency:

*[Signature]* *11/6/08*  
 Assistant County Attorney

3. Other Department Review:

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

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

09- 0208

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1 pages

BGEX 660-102208-0312  
BGRV 660-102208-0102

FUND 1427 - EMERGENCY MANAGEMENT

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>SARA Title III</b>								
<b>REVENUES</b>								
662-7103-3409	STATE GRANT OTHER Public Safety	22,034	22,034	1,831		23,865	0	
							0	
	<b>TOTAL REVENUES &amp; BALANCES</b>	<u>1,092,873</u>	<u>1,111,165</u>	<u>1,831</u>		<u>1,112,996</u>	<u>0</u>	
<b>EXPENDITURES</b>								
662-7103-3401	Other Contractual Services	22,034	22,034	1,831		23,865	1	23,864
							0	
	<b>TOTAL APPROPRIATION &amp; EXPENDITURES</b>	<u>1,092,873</u>	<u>1,111,165</u>	<u>1,831</u>		<u>1,112,996</u>	<u>0</u>	

**PUBLIC SAFETY ADMINISTRATION**  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures Date  
*Seigee Williams* 10/22/08  
*John White* 11-4-08  
 10/3/08 11/3/08

By Board of County Commissioners  
At Meeting of  
 12/2/08  
 Deputy Clerk to the  
Board of County Commissioners



STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

CHARLIE CRIST  
Governor

W. CRAIG FUGATE  
Director

October 14, 2008

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**RECEIVED**  
OCT 16 2008

Mr. Charles Tear  
Director  
Palm Beach County  
Division of Emergency Management  
20 South Military Trail  
West Palm Beach, Florida 33415

Dear Mr. Tear:

Enclosed is an original executed copy of the sub-grant agreement (#09-CP-04-10-60-01-039) between the Division of Emergency Management and Palm Beach County.

**Please note that due to a projected shortfall in state revenue, Governor Christ has directed all state agencies to hold back one percent (1%) per quarter from all state funded sub-grant agreements. Therefore, the Florida Division of Emergency Management may be required to reduce current sub-grant agreement funding by a minimum of four percent (4%) if the current estimates in state revenue collections continues.**

If you have any questions regarding the contract, please contact Timothy Date at (850) 410-1272.

Sincerely,

Shanti Smith  
Community Program Manager  
Bureau of Preparedness

SS:tdp

Enclosure

Contract Number: 09CP-04-10-60-01-039

CFSA Number 52.023

**STATE-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work - Schedule of Deliverables and Payments, Attachment A of this Agreement.

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2008 and shall end June 30, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

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

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon

request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Schedule of Deliverables and Payments (Attachment A) and all other applicable laws and regulations.

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

#### (6) AUDIT REQUIREMENTS

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

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

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

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

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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

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

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

and

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

The Auditor General's Office at the following address:

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

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

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

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

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

(7) REPORTS

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

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

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

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

(9) LIABILITY

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

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

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the

option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

**(11) REMEDIES**

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

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

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

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

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

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

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

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

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

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

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

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

other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

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

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

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

(13) NOTICE AND CONTACT

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

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

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

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

Vince J. Bonvento  
Asst. County Administrator  
Palm Beach County  
Telephone: (561) 712-6470  
Fax: (561) 712-6490  
Email: v.bonvento@pbcgov.org

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

Charles Tear  
Director Division of  
Emergency Management  
Palm Beach County  
Telephone: (561) 712-6360  
Fax: (561) 712-6464  
Email: ctear@pbemg.com

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

#### (14) SUBCONTRACTS

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

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

#### (15) TERMS AND CONDITIONS

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

#### (16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A - Scope of Work - Schedule of Deliverables and Payments
- Attachment B - County Facilities Listing
- Attachment C - Financial Invoice Form
- Attachment D - Hazards Analysis Contract Checklist and CAMEO Guide
- Attachment E - Hazards Analysis Site Visit Certification Form
- Attachment F - Warranties and Representations
- Attachment G - Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### (17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to \$23,865.00. Payment will be made in accordance with the provisions of the Scope of Work - Schedule of Deliverables and Payments (Attachment A) of this Agreement.

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

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

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

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

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

**(20) LOBBYING PROHIBITION**

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

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

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

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

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

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

**(21) COPYRIGHT, PATENT AND TRADEMARK**

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

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

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

Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION

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

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

RECIPIENT:

PALM BEACH COUNTY  
By: Vince J. Bonvento  
Name and title: Vince J. Bonvento  
Assist. County Administrator  
Date: 8/14/08  
FEID# 59-6000785

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT  
By: [Signature]  
Name and Title: W. Craig Fugate, Director  
Date: 9-22-08

**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 \$23,865.00.

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

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

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## Attachment A

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

#### PURPOSE

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

#### SCOPE OF WORK

##### TASK 1: Submission and Guidance

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

##### TASK 2: Coordination of Activities

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

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

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

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

**(1) Facility Information**

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

- (b) Facility address

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

- (c) Facility Identification

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

- (d) Facility Emergency Coordinator

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

- (e) Transportation Routes

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

- (f) Evacuation Routes

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

- (g) Historical Accident Record

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

**(2) Hazard Identification**

- (a) Chemical Identities

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

(b) Maximum quantity on-site

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

(c) Amount in largest container or interconnected containers

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

(d) Type and design of storage container or vessel

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

(e) Nature of the hazard

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

(3) Vulnerability Analysis

(a) Extent of the Vulnerable Zone

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

(b) Estimate Facility Population

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

(c) Critical Facilities

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

(d) Estimate Total Exposed Population

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

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

(a) Probability of release

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

(b) Severity of consequences of human injury

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

(c) Severity of consequences of damage to property

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

(d) Severity of consequences of environmental exposure

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

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

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

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

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

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

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

#### TASK 4: On-Site Visits

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

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

C. Submit (electronically) a site plan map with the State Emergency Response Commission Code identification number and in sufficient detail to identify:

1. Location of major building(s)
2. Location and identification of EHS container(s)
3. Location of major street(s) and entrance(s)
4. North arrow

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

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

**SCHEDULE OF DELIVERABLES AND PAYMENTS**

<u>Deliverable</u>	<u>Due Date</u>	<u>Payment Amount</u>
Payment #1 - The submitted hazards analyses which have been deemed acceptable by the Division.	<u>11-01-2008</u>	<u>\$10,739.25</u>
Payment #2 - The submitted hazards analyses which have been deemed acceptable by the Division.	<u>02-01-2009</u>	<u>\$10,739.25</u>
Payment #3 - The completed hazards analyses which have been reviewed and approved by the Division, upon the Division receiving proof of distribution of the approved Hazards Analyses to the applicable Local Emergency Planning Committee and upon the Division receiving proof of notification to all facilities (for which a hazards analysis was required), and applicable response agencies, of the availability of the hazards analyses information	<u>Not Applicable</u>	<u>\$2,386.50</u>

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

**End Attachment A**

# ATTACHMENT B - PALM BEACH COUNTY SECTION 302 FACILITIES

2009

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10	A DUDA AND SONS - DUDA FARM FRESH FOODS - BELLE GLADE 6000 DUDA ROAD	A DUDA AND SONS INCORPORATED POST OFFICE BOX 620257	MIKE ROBINSON 561-996-7621
1016	BELLE GLADE FL 33430-020	OVIEDO FL 32762-0257	
10	CITY OF BELLE GLADE - WTP 1016 WEST CANAL STREET SOUTH	CITY OF BELLE GLADE 2055 WEST CANAL STREET SOUTH	ROY LEE COLLINS 561-996-5876
9539	BELLE GLADE FL 33430-	BELLE GLADE FL 33430-1645	
10	CITY OF BELLE GLADE - WWTP 2055 WEST CANAL STREET SOUTH	CITY OF BELLE GLADE 2055 WEST CANAL STREET SOUTH	JEFF HARRIS 561-992-1645
15014	BELLE GLADE FL 33430-	BELLE GLADE FL 33430-1645	
10	CYPRESS COOLING 2305 CYPRESS LANE	CYPRESS COOLING LLC POST OFFICE BOX 39	TOBIN J BASORE 561-996-1980
33892	BELLE GLADE FL 33430	BELLE GLADE FL 33430	
10	GLADES AG SERVICE 109 NORTHEAST GATOR BLVD	GLADES AG SERVICE 16112 EAST GRAND NATIONAL DRIVE	JAMES D. BUSBY 561-996-1919
1191	BELLE GLADE FL 33430-	LOXAHATCHEE FL 33470-	
10	HELENA CHEMICAL - BELLE GLADE 1336 NORTHWEST AVENUE L	HELENA CHEMICAL COMPANY 225 SCHILLING BOULEVARD SUITE 300	MARK MURPHY 561-996-6200
1209	BELLE GLADE FL 33430	COLLIERVILLE TN 38017-	
10	HUNDLEY FARMS 25849 OLD STATE ROAD 880	HUNDLEY FARMS POST OFFICE BOX H	JOHN HUNDLEY 561-996-6855
1212	BELLE GLADE FL 33430	LOXAHATCHEE FL 33470	
10	KING RANCH - FLORIDA - DOUBLE D FARM 28900 COUNTY ROAD 880	KING RANCH FARM - FLORIDA POST OFFICE BOX 1210	ANDREA TOMASEK 561-996-7257
34318	BELLE GLADE FL 33430	BELLE GLADE FL 33430	
10	PROSOURCE ONE--20401 1033 NORTHWEST 16 STREET	AGRO DISTRIBUTION LLC DBA PROSOURCE ONE 4094 PAUL BUCHMAN HIGHWAY	BRENDA SELLERS 561-992-4004
20401	BELLE GLADE FL 33430-	PLANT CITY FL 33565-	

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 34388	U A P DISTRIBUTION - BELLE GLADE NEW 2304 CYPRESS LANE BELLE GLADE FL 33430	UAP DISTRIBUTION 9350 BAY PLAZA BOULEVARD, SUITE 122 TAMPA FL 33619	MICHAEL WHITTEN 863-860-8453
10 34453	710 FARMS - BOCA RATON 12210 LOX ROAD BOCA RATON FL 33428	710 FARMS INC 8088 NORTHWEST 84 AVENUE PARKLAND FL 33067-1074	TERRY COON 772-597-1262
10 26416	BOCA IV - WASHINGTON MUTUAL BANK 1501 YAMATO ROAD BOCA RATON FL 33431-	BOCA IV ASSOCIATES, LLC , C/O SONGY PARTNERS REALT 925 SOUTH FEDERAL HIGHWAY, SUITE 125 BOCA RATON FL 33432	DANEAN BELLOISE 561-2750-1770
10 32215	BOCA LAGO COUNTRY CLUB 8665 JUEGO WAY BOCA RATON FL 33433-209	BOCA LAGO COUNTRY CLUB INC 8665 JUEGO WAY BOCA RATON FL 33433-2099	ARTHUR HELM 561-482-5000 EXT 10
10 11103	BOCA WEST COUNTRY CLUB - GOLF OPERATIONS 20583 BOCA WEST DRIVE BOCA RATON FL 33434-	BOCA WEST COUNTRY CLUB POST OFFICE BOX 3070 BOCA RATON FL 33431-0970	BOCA WEST SECURITY 561-483-9229
10 7571	C W HENDRIX FARMS 12210 STATE ROAD 827 BOCA RATON FL 33428	C W HENDRIX FARMS 21715 CARTAGENA DRIVE BOCA RATON FL 33428	CHARLES HENDRIX 561-482-5164
10 32846	COGENT COMMUNICATIONS - BOCA RATON DATA CENTER 5050 CONFERENCE WAY NORTH BOCA RATON FL 33431	COGENT COMMUNICATIONS 1015 31 STREET NORTHWEST WASHINGTON D C 20007	ERNIE FERNANDEZ 305-374-7532
10 31079	COSTCO WHOLESALE - 345 17800 CONGRESS AVENUE BOCA RATON FL 33487	COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE ISSAQUAH WA 98027	JACKIE WHITNEY 561-981-5004
10 30245	CROWN CASTLE - CBCO BRA239 - 811297 6500 WEST ROGERS CIRCLE BOCA RATON FL 33487	CROWN CASTLE USA INC 2000 CORPORATE DRIVE CANONSBURG PA 15317-	NETWORK OPERATIONS CE 1-800-788-7011
10 34989	ROYAL PALM YACHT AND COUNTRY CLUB - 199 199 ROYAL PALM WAY BOCA RATON FL 33432	ROYAL PALM YACHT AND COUNTRY CLUB 2425 MAYA PALM DRIVE WEST BOCA RATON FL 33432-	JAIME PICACHE 561-210-8116

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10	SEARS ROEBUCK AUTO CENTER - 6359 5900 WEST GLADES ROAD	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A	MICHAEL OLSEN 561-338-1128
29042	BOCA RATON FL 33431-	HOFFMAN ESTATES IL 60179-	
10	SENSORMATIC 6600 CONGRESS AVENUE	SENSORMATIC 6600 CONGRESS AVENUE	BRIAN TWIST 561-912-6061
33690	BOCA RATON FL 33431	BOCA RATON FL 33431	
10	SIEMENS ICN BOCA RATON - BUILDINGS 6 AND 7 5901 BROKEN SOUND PARKWY	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY	RAMON VAUJIN 561-923-4643
27859	BOCA RATON FL 33487-	BOCA RATON FL 33487-	
10	DUBOIS AND SON - BOYNTON ROAD FARM 9230 WEST BOYNTON ROAD	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
6916	BOYNTON BEACH FL 33437	BOYNTON BEACH FL 33474	
10	DUBOIS AND SON - CHICO FARM 8811 SOUTH STATE ROAD 7	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
6919	BOYNTON BEACH FL 33437-	BOYNTON BEACH FL 33474	
10	DUBOIS AND SON - FLAVOR PICT ROAD FARM 5450 FLAVOR PICT ROAD	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
6914	BOYNTON BEACH FL 33437-	BOYNTON BEACH FL 33474	
10	DUBOIS AND SON - FOG 5 10450 ACME DAIRY ROAD	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
33168	BOYNTON BEACH FL 33437	BOYNTON BEACH FL 33474	
10	DUBOIS AND SON - FOG 6 10350 ACME DAIRY ROAD	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
33174	BOYNTON BEACH FL 33437	BOYNTON BEACH FL 33474	
10	DUBOIS AND SON - JILL FARM 11321 STATE ROAD 7	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
6915	BOYNTON BEACH FL 33424-	BOYNTON BEACH FL 33474	
10	DUBOIS AND SON - JUANCO 10650 STATE ROAD 7 / US HIGHWAY 441	DUBOIS AND SON LLC POST OFFICE BOX 740180	ROBERT DUBOIS JR 561-498-3000
33170	BOYNTON BEACH FL 33437	BOYNTON BEACH FL 33474	

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 33172	DUBOIS AND SON - LAMB 8831 STATE ROAD 7 / US HIGHWAY 441 BOYNTON BEACH FL 33437	DUBOIS AND SON LLC POST OFFICE BOX 740180 BOYNTON BEACH FL 33474	ROBERT DUBOIS JR 561-498-3000
10 33171	DUBOIS AND SON - OLD PACK 8421 STATE ROAD 7 / US HIGHWAY 441 BOYNTON BEACH FL 33437	DUBOIS AND SON LLC POST OFFICE BOX 740180 BOYNTON BEACH FL 33474	ROBERT DUBOIS JR 561-498-3000
10 6918	DUBOIS AND SON - ONE MILE ROAD FARM 8780 165 STREET BOYNTON BEACH FL 33486	DUBOIS AND SON LLC POST OFFICE BOX 740180 BOYNTON BEACH FL 33474	ROBER DUBOIS JR 561-498-3000
10 19585	PALM BEACH COUNTY - SOUTHERN REGION WWTP 12751 HAGEN RANCH ROAD BOYNTON BEACH FL 33437-	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	REX MCCLUNG 561-381-5310
10 1041	PROSOURCE ONE--1041 8245 STATE ROAD 7--1041 BOYNTON BEACH FL 33437-	AGRO DISTRIBUTION LLC DBA PROSOURCE ONE 4094 PAUL BUCHMAN HIGHWAY PLANT CITY FL 33565-	JEFRERY MAUSOLF 561-662-8357
10 7414	PUBLIX SUPER MARKETS - BOYNTON BEACH DISTRIBUTION CENT 5500 PARK RIDGE BOULEVARD BOYNTON BEACH FL 33426	PUBLIX SUPER MARKETS POST OFFICE BOX 407 LAKELAND FL 33802	LARRY HEINEMAN 561-369-7900
10 29043	SEARS ROEBUCK AUTO CENTER - 6820 801 NORTH CONGRESS AVENUE - MALL BOYNTON BEACH FL 33426-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 561-731-3695
10 34368	U A P DISTRIBUTION - BOYNTON BEACH 9343 STATE ROAD 7 BOYNTON BEACH FL 33472-460	UAP DISTRIBUTION 9350 BAY PLAZA BOULEVARD, SUITE 122 TAMPA FL 33619	MICHAEL WHITTEN 863-860-8453
10 6932	WHITWORTH FARMS--6932 11050 STATE ROAD 7 BOYNTON BEACH FL 33437	WHITWORTH FARMS 11050 STATE ROAD 7 BOYNTON BEACH FL 33437	JOHN I WHITWORTH III 561-734-5220
10 9501	BOYLAN SALES 13438 SOUTH MILITARY TRAIL DELRAY BEACH FL 33484	BOYLAN SALES 13438 SOUTH MILITARY TRAIL DELRAY BEACH FL 33445-	MIKE SHIELDS 561-441-4295

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 1273	MICRONIZED FLUOROPOLYMER PRODUCTS 1055 SOUTHWEST 15 AVENUE DELRAY BEACH FL 33444-125	MICRONIZED FLUOROPOLYMER PRODUCTS 1055 SOUTHWEST 15 AVENUE DELRAY BEACH FL 33444-1256	BLAKE STAIR 561-265-1800
10 7445	SOUTH CENTRAL REGIONAL WASTEWATER 1801 NORTH CONGRESS AVENUE DELRAY BEACH FL 33445	SOUTH CENTRAL REGIONAL WWT AND DISPOSAL 1801 NORTH CONGRESS AVENUE DELRAY BEACH FL 33445	ROBERT HAGEL 561-272-7061
10 31398	BEE LINE COMMUNITY DEVELOPMENT - WTP 16900 INNOVATION DRIVE JUPITER FL 33478-642	BEE LINE COMMUNITY DEVELOPMENT DISTRICT 11000 PROSPERITY FARMS ROAD, SUITE 104 PALM BEACH GARD FL 33410	SAYD MATTESON 561-262-0300
10 28887	LOXAHATCHEE RIVER ENVIRONMENTAL - PUMP STATION 518 117 BARBADOS DRIVE JUPITER FL 33458-	LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL 2500 JUPITER PARK DRIVE JUPITER FL 33458-	TOM VAUGHN 561-747-5709
10 9207	LOXAHATCHEE RIVER ENVIRONMENTAL - WWTP 2500 JUPITER PARK DRIVE JUPITER FL 33458-	LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL 2500 JUPITER PARK DRIVE JUPITER FL 33458-	TOM VAUGHN 561-747-5709
10 10302	MATHESON TRI GAS - JUPITER 18000 BEE LINE HIGHWAY JUPITER FL 33478-	MATHESON TRI GAS 1525 WALNUT HILL LANE, SUITE 100 IRVING TX 75038	DWAYNE DIETRICH 561-775-0080
10 33237	WALGREENS CORPORATION - JUPITER 15998 WALGREENS DRIVE JUPITER FL 33478	WALGREENS CORPORATION 900 WILMOT ROAD DEERFIELD IL 60015-	ROB VARNO 561-493-7707
10 30848	COASTAL CHEMICAL - 30848 226 10 STREET LAKE PARK FL 33403	COASTAL CHEMICAL 226 10 STREET LAKE PARK FL 33403	JOHN DESIMONE 561-842-8268
10 1358	SEACOAST UTILITY - RICHARD ROAD WTP 1156 RICHARD ROAD LAKE PARK FL 33403-	SEACOAST UTILITY AUTHORITY 4200 HOOD ROAD PALM BEACH GARD FL 33410-2198	BRUCE GREGG 561-627-2900 326
10 35067	A T AND T MOBILITY - NNNE 226 CYPRESS LANE ---NNNE LAKE WORTH FL 33461	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	RNOC 404-906-6200

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 1100	CITY OF LAKE WORTH - MUNICIPAL POOL COMPLEX 10 SOUTH OCEAN BOULEVARD LAKE WORTH FL 33460	CITY OF LAKE WORTH - DEPARTMENT OF PUBLIC WORKS 1900 2 AVENUE NORTH LAKE WORTH FL 33461-	BEN SMITH 561-533-7367
10 24077	CITY OF LAKE WORTH - NORTH BOOSTER STATION 22 AVENUE NORTH AND A STREET LAKE WORTH FL 33460-	CITY OF LAKE WORTH - DEPARTMENT OF PUBLIC WORKS 1900 2 AVENUE NORTH LAKE WORTH FL 33461-	ROBERT DOUGLAS 561-586-1710
10 24076	CITY OF LAKE WORTH - SOUTH BOOSTER STATION 15 AVENUE SOUTH AND SOUTH E STREET LAKE WORTH FL 33460-	CITY OF LAKE WORTH - DEPARTMENT OF PUBLIC WORKS 1900 2 AVENUE NORTH LAKE WORTH FL 33461-	ROBERT DOUGLAS 561-586-1710
10 5685	CITY OF LAKE WORTH - TOM G SMITH MUNICIPAL POWER PLANT 117 COLLEGE STREET LAKE WORTH FL 33460	CITY OF LAKE WORTH - DEPARTMENT OF PUBLIC WORKS 1900 2 AVENUE NORTH LAKE WORTH FL 33461-	DAVE MULVAY 561-533-7379
10 5694	CITY OF LAKE WORTH - WTP 301 COLLEGE STREET LAKE WORTH FL 33460	CITY OF LAKE WORTH - DEPARTMENT OF PUBLIC WORKS 1900 2 AVENUE NORTH LAKE WORTH FL 33461-	ROBERT DOUGLAS 561-586-1710
10 6717	RICHARD BEITER 747 BARNETT DRIVE LAKE WORTH FL 33461	RICHARD BEITER 747 BARNETT DRIVE LAKE WORTH FL 33461	JEFF BEITER 561-968-9862
10 32757	SHERBROOKE GOLF AND COUNTRY CLUB 6151 LYONS ROAD LAKE WORTH FL 33467-611	SHERBROOKE GOLF AND COUNTRY CLUB INC 6151 LYONS ROAD LAKE WORTH FL 33467-6116	GARY FISCHER 561-968-6919
10 5451	DEPARTMENT OF HEALTH - A G HOLLEY STATE HOSPITAL 1199 WEST LANTANA ROAD LANTANA FL 33462	DEPARTMENT OF HEALTH POST OFFICE BOX 3084 LANTANA FL 33465-	JEFFREY VOILES 561-540-3736
10 29411	MARALAGO CAY VILLAGE - WTP 6280 SOUTH ASH LANE LANTANA FL 33462-	MHC MARALAGO CAY LLC TWO NORTH RIVERSIDE PLAZA - SUITE 800 CHICAGO IL 60606	STEPHEN JONES 219-406-0025
10 32134	FARM OP - FARM 9 18229 70 ROAD NORTH LOXAHATCHEE FL 33470	FARM OP POST OFFICE BOX 3088 IMMOKALEE FL 34143-	TOM MECCA 561-649-7040

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10	DAVID SIMONSON 1081 BACOM POINT ROAD	DAVID SIMONSON 1081 BACOM POINT ROAD	DAVID SIMONSON 561-924-7883
1132	PAHOKEE FL 33476	PAHOKEE FL 33476	
10	OSCEOLA FARMS - RAW SUGAR PLANT AND REVERSE OSMOSIS W US HIGHWAY 98 AND HATTON HIGHWAY--1292	OSCEOLA FARMS POST OFFICE BOX 679	JOHNNY TELLECHEA 561-924-7156
1292	PAHOKEE FL 33476-	PAHOKEE FL 33476-	
10	BREAKERS - HOTEL AND GOLF COURSE 1 SOUTH COUNTY ROAD	THE BREAKERS PALM BEACH INC ONE SOUTH COUNTY ROAD	ARTHUR BIRMELIN 561-659-8443
32218	PALM BEACH FL 33480-402	PALM BEACH FL 33480	
10	COSTCO WHOLESALE - 623 11001 SOUTHERN BOULEVARD	COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE	DINAH GROUNDS 561-803-8830
34828	PALM BEACH FL 33411	ISSAQUAH WA 98027	
10	EVERGLADES CLUB 500 SOUTH COUNTY CLUB ROAD	EVERGLADES CLUB 356 WORTH AVENUE	PETER BROOKS 561-820-2670
26432	PALM BEACH FL 33480-	PALM BEACH FL 33480-	
10	SEACOAST UTILITY - HOOD ROAD WTP 4200 HOOD ROAD	SEACOAST UTILITY AUTHORITY 4200 HOOD ROAD	BRUCE GREGG 561-627-2900
1353	PALM BEACH GARDE FL 33410-	PALM BEACH GARD FL 33410-2198	
10	SEACOAST UTILITY - LILAC STREET REPUMP STATION 4075 LILAC STREET	SEACOAST UTILITY AUTHORITY 4200 HOOD ROAD	BRUCE GREGG 561-627-2900
1354	PALM BEACH GARDE FL 33410-	PALM BEACH GARD FL 33410-2198	
10	SEACOAST UTILITY - PGA WWTP 11492 NURSERY LANE	SEACOAST UTILITY AUTHORITY 4200 HOOD ROAD	BRUCE GREGG 561-627-2900
1352	PALM BEACH GARDE FL 33418-	PALM BEACH GARD FL 33410-2198	
10	SEACOAST UTILITY - WELLFIELD REPUMP STATION 5494 GOLDEN EAGLE CIRCLE	SEACOAST UTILITY AUTHORITY 4200 HOOD ROAD	BRUCE GREGG 561-627-2900 326
1356	PALM BEACH GARDE FL 33418	PALM BEACH GARD FL 33410-2198	
10	SEARS ROEBUCK AUTO CENTER - 6055 3101 PGA BOULEVARD	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A	MICHAEL OLSEN 561-775-8428
29076	PALM BEACH GARDE FL 33410-	HOFFMAN ESTATES IL 60179-	

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 7166	VILLAGE OF PALM SPRINGS - WATER TREATMENT PLANT 360 DAVIS ROAD PALM SPRINGS FL 33461-	VILLAGE OF PALM SPRINGS 226 CYPRESS LANE PALM SPRINGS FL 33461	WILLIAM DAVIS 561-965-5770
10 20538	AIRGAS SOUTH - RIVIERA BEACH 3875 FISCAL COURT 400 RIVIERA BEACH FL 33404-	AIRGAS SOUTH POST OFFICE BOX 9219 MARIETTA GA 30065	GREGORY BARNETT 770-590-6036
10 29390	FLAVORWORKS 1726 AVENUE L RIVIERA BEACH FL 33404-	FLAVORWORKS, INCORPORATED 1726 AVENUE L RIVIERA BEACH FL 33404	JONATHAN PIERCE 561-627-7577
10 34969	NEFF RENTAL - WEST PALM BEACH 1860 MARTIN LUTHER KING JR BOULEVARD RIVIERA BEACH FL 33404	NEFF RENTAL 3750 NORTHWEST 87 AVENUE - SUITE 400 MIAMI FL 33178-	CHANCE CAWTHORN 561-759-4105
10 24937	SYSCO FOOD SERVICES OF SOUTHEAST FLORIDA 1999 DR MARTIN LUTHER KING JR BOULEVARD RIVIERA BEACH FL 33404-	SYSCO FOOD SERVICES OF SOUTHEAST FLORIDA 1999 MARTIN LUTHER KING BOULEVARD RIVIERA BEACH FL 33404	DAVID BRENNAN 561-882-2112
10 7553	CITY OF SOUTH BAY - WTP 1450 ISLAND ROAD SOUTH BAY FL 33493-111	CITY OF SOUTH BAY 335 SOUTHWEST 2 AVENUE SOUTH BAY FL 33493	MARX HARELLE 561-996-6751
10 7555	CITY OF SOUTH BAY - WWTP 1451 NORTHWEST 1 AVENUE SOUTH BAY FL 33493	CITY OF SOUTH BAY 335 SOUTHWEST 2 AVENUE SOUTH BAY FL 33493	TODD LARSON 407-996-0520
10 1238	KING RANCH FARM - FLORIDA 8050 SOUTH US HIGHWAY 27 SOUTH BAY FL 33493	KING RANCH FARM - FLORIDA POST OFFICE BOX 1210 BELLE GLADE FL 33430	ANDREA TOMASEK 561-996-7257
10 22317	NEW HOPE POWER - OKEELANTA COGENERATION PLANT 8001 US HIGHWAY 27 SOUTH SOUTH BAY FL 33493-	NEW HOPE POWER PARTNERSHIP POST OFFICE BOX 9 SOUTH BAY FL 33493-	JAMES M MERIWETHER 561-993-1003
10 29683	STAR RANCH ENTERPRISES - EAST RANCH US HIGHWAY 27 - 9 MILES SOUTH OKEELANTA---29683 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 29677	STAR RANCH ENTERPRISES - L H RITTA FARM BETWEEN KEELA AND LAKE HARBOR SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 29682	STAR RANCH ENTERPRISES - STOKES FARM US HIGHWAY 27 - 5 MILES SOUTH OKEELANTA SOUTH BAY FL 33493-	STAR RANCH ENTERPRISES POST OFFICE BOX 2001 HOLLYWOOD FL 33022-	RICHARD BURNS 561-996-9800
10 1020	VILLAGE OF WELLINGTON - WTP 1100 WELLINGTON TRACE WELLINGTON FL 33414-	VILLAGE OF WELLINGTON 14000 GREENBRIAR BOULEVARD WELLINGTON FL 33414-	ED WASIELEWSKI 561-791-4014
10 1021	VILLAGE OF WELLINGTON - WWTP 11860 PIERSON ROAD WELLINGTON FL 33414-	VILLAGE OF WELLINGTON 14000 GREENBRIAR BOULEVARD WELLINGTON FL 33414-	ED WASIELEWSKI 561-791-4014
10 30442	A T AND T MOBILITY - WEST PALM BEACH MTSO 325 GARDENIA STREET - NINTH FLOOR WEST PALM BEACH FL 33401	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	* *
10 1094	CHEMICAL SALES 1132 OLD OKEECHOBEE ROAD WEST PALM BEACH FL 33401	CHEMICAL SALES 1132 OLD OKEECHOBEE ROAD WEST PALM BEACH FL 33401-6943	MARION LEAN 561-793-7581
10 25253	CHENEY BROTHERS 1 CHENEY WAY WEST PALM BEACH FL 33407-	CHENEY BROTHERS 1 CHENEY WAY RIVIERA BEACH FL 33404-2000	DANNY WELLS 561-845-1132
10 26247	CINGULAR WIRELESS - SITE A 5701 NORTH MILITARY TRAIL--26247 WEST PALM BEACH FL 33407-	CINGULAR WIRELESS, LLC 17330 PRESTON ROAD SUITE 100-A DALLAS TX 75252	ANDY GONZALEZ 954-486-6051
10 31564	CINTAS - WEST PALM BEACH - 283 2401 VISTA PARKWAY WEST PALM BEACH FL 33411	CINTAS CORPORATION NO. 2 4392 SOUTHWEST 34 ORLANDO FL 32811-	SAM NADER 561-686-1444
10 31162	COSTCO WHOLESALE - 174 / 280 5851 45 STREET WEST PALM BEACH FL 33407	COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE ISSAQUAH WA 98027	THOMAS GLEN 561-273-2520

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
10 30233	CROWN CASTLE - ABRA246 - 811530 5701 NORTH MILITARY TRAIL -- 30233 WEST PALM BEACH FL 33462	CROWN CASTLE USA INC 2000 CORPORATE DRIVE CANONSBURG PA 15317-	NETWORK OPERATIONS CE 1-800-788-7011
10 1281	GOLD COAST LINEN SERVICES 1811 NORTH DIXIE WEST PALM BEACH FL 33407-	GOLD COAST LINEN SERVICES 1811 NORTH DIXIE HIGHWAY WEST PALM BEACH FL 33407	DAMIAN MARRERO 561-832-3841
10 28944	LEVEL 3 COMMUNICATIONS - WEST PALM FLA1 513 - 519 HAMPTON ROAD WEST PALM BEACH FL 33405-152	LEVEL 3 COMMUNICATIONS 543 INDUSTRIAL DRIVE LEWISBERRY PA 17339	BRIAN BUNDY 512-742-6264
10 4970	MCI - RIBHFL 4881 DYER BOULEVARD--4970 WEST PALM BEACH FL 33407	MCI 2400 NORTH GLENNVILLE DRIVE RICHARDSON TX 75082-	GENMC 800-444-0902
10 1463	MCI - WPBBFL 1940 CLARE AVENUE WEST PALM BEACH FL 33401-696	MCI 2400 NORTH GLENNVILLE DRIVE RICHARDSON TX 75082-	GENMC 800-444-0902
10 34753	PALM BEACH COUNTY - MECCA UTILITIES 10150 SEMINOLE PRATT WHITNEY ROAD WEST PALM BEACH FL 33412	PALM BEACH COUNTY WATER UTILITIES POST OFFICE BOX 16097 WEST PALM BEACH FL 33416-	TOM BLUMBERG 561-493-6161
10 11048	PALM BEACH NEWSPAPERS 2751 SOUTH DIXIE HIGHWAY WEST PALM BEACH FL 33416-	PALM BEACH NEWSPAPERS POST OFFICE BOX 24700 WEST PALM BEACH FL 33416-4700	JAMES SLOCUM 561-820-4139
10 27509	QWEST - WEST PALM BEACH POP 601 NORTH 15 STREET WEST PALM BEACH FL 33407	QWEST COMMUNICATIONS 1801 CALIFORNIA ST., SUITE 1160 DENVER CO 80202	UNICALL 866-864-2255
10 29095	SEARS ROEBUCK AUTO CENTER - 6378 1801 PALM BEACH LAKES BOULEVARD WEST PALM BEACH FL 33401-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 561-640-5128
10 5328	SOLID WASTE AUTHORITY OF PALM BEACH-NORTH COUNTY RES 6501 NORTH JOG ROAD WEST PALM BEACH FL 33412-	SOLID WASTE AUTHORITY OF PALM BEACH 7501 NORTH JOG ROAD WEST PALM BEACH FL 33412-	MARK DAVIS 561-616-6223

**LEPC/SERC  
Code**

**Physical Address**

10 VILLAGE OF PALM SPRINGS - ROBERT L PRATT WTP  
5618 BASIL DRIVE  
7167 WEST PALM BEACH FL 33415-

**Mailing Address**

VILLAGE OF PALM SPRINGS  
226 CYPRESS LANE  
PALM SPRINGS FL 33461

**Facility Representative**

WILLIAM DAVIS  
561-965-5770

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

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)	\$ _____	\$ _____
<b>TOTAL AMOUNT</b>	<b>\$ _____</b>	<b>\$ _____</b>

(To be completed by  
the Division)

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

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

\_\_\_\_\_  
Date

TOTAL AMOUNT TO BE PAID AS OF _____ THIS INVOICE \$ _____ (To be completed by the Division)
---

**Attachment D**

**HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE**

<b>FACILITY INFORMATION</b>
Facility Name {per Attachment C} (Facility page)
Facility Physical address (Facility page)
SERC Code identification number {per Attachment C, i.e. SERC#XXXXX} (Department Field on Facility page)
Latitude & Longitude in degrees/minutes/seconds (i.e. 30.1917 - 84.3621) (Map Data tab on Facility page)
Facility Emergency Coordinator name, title, phone # {including 24 hr. number} (Contact tab on Facility page)
Transportation Route(s) {from county line to the facility} (Notes tab on Facility page)
Evacuation Route(s) to exit the vulnerable zone (Notes tab on Facility page)
Historical Accident Record (If none, please note) (Notes tab on Facility page)
<b>HAZARD IDENTIFICATION (for each Extremely Hazardous Substance on site)</b>
Proper chemical name(s) (Chemical in Inventory page(s))
Chemical Abstract Service (CAS) number (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>VULNERABILITY ANALYSIS (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 facilities and max occupancy for each) [if none, please note] (Notes tab on Scenario page(s))
Estimate Total Exposed Population(s) (facility + general population + critical facilities) (Notes tab on Scenario page(s))
<b>RISK ANALYSIS (for each Extremely Hazardous Substance on site) (Scenario page(s))</b>
The three ratings {Risk Assessment} at the bottom of the SCENARIO PAGE(S) will meet the four requirements below
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>ON-SITE VISITS (within the contract period)</b>
Completed hazards analysis site visit certification form (submitted electronically or hard copy)
Site plan map (submitted electronically) for each facility, with SERC code number and with sufficient detail to identify:
Location of major building(s)
Location of container(s) of Extremely Hazardous Substance(s)
Location of major street(s) and entrance(s)
North arrow

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

Attachment E



**FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS**  
**HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM**

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

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

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

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

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

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

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

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

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

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

## Attachment F

### Warranties and Representations

#### Financial Management

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

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

#### Competition

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

#### Codes of Conduct

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

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

**Business Hours**

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

**Licensing and Permitting**

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

**End Attachment F**

**Attachment G**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

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

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

SUBCONTRACTOR:

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

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

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

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

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

BGEX 660-102208-0312  
 BGRV 660-102208-0102

FUND 1427 - EMERGENCY MANAGEMENT

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>SARA Title III</b>								
<b>REVENUES</b>								
662-7103-3439	STATE GRANT OTHER PHYSICAL ENVIRON	22,034	22,034	1,831		23,865	0	
							0	
	<b>TOTAL REVENUES &amp; BALANCES</b>	<b>1,111,165</b>	<b>1,111,165</b>	<b>1,831</b>		<b>1,112,996</b>	<b>0</b>	
<b>EXPENDITURES</b>								
662-7103-3140	CONSULTANT SERVICES	22,034	22,034	1,831		23,865	1	23,864
							0	
	<b>TOTAL APPROPRIATION &amp; EXPENDITURES</b>	<b>1,111,165</b>	<b>1,111,165</b>	<b>1,831</b>		<b>1,112,996</b>	<b>0</b>	

**PUBLIC SAFETY ADMINISTRATION**  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures *Reggie Williams* Date 10/22/08

By Board of County Commissioners  
 At Meeting of 11/18/2008  
 Deputy Clerk to the  
 Board of County Commissioners