

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** April 20, 2010  Consent  Regular  
 Ordinance  Public Hearing

**Department:**  
**Submitted By:** Public Safety  
**Submitted For:** Emergency Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **A)** receive and file a copy of the executed Hazardous Materials Contingency Planning and Grant Agreement in the amount of \$23,471; and **B)** approve a budget amendment of \$1,437 in the Emergency Management Fund to adjust budget to the actual grant award.

**Summary:** This is an annual grant from the State of Florida Division of Emergency Management to conduct on-site visits and hazardous materials analyses at facilities within Palm Beach County known to have extremely hazardous substances designated by the U.S. Environmental Protection Agency. These assessments are required for compliance with the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as the Superfund Amendments and Reauthorization Act (SARA). No matching funds are required. The R2006-0401 gave authority to the County Administrator, or his designee, to execute these agreements on behalf of the Board of County Commissioners. Countywide (GB)

**Background and Justification:** On October 17, 1986, in response to a growing concern for safety around chemical facilities, Congress enacted the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). The data collected through these on-site visits is used to comply with the requirements of the EPCRA and the SARA.

**Attachments:**

1. Agreement
2. Budget Amendment

RECOMMENDED BY: *Vivian J. Bonvento* 3/22/10  
Director of Public Safety Date

APPROVED BY: *Vivian J. Bonvento* 3/22/10  
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2010	2011	2012	2013	2014	2015
Capital Expenditures						
Operating Costs	23,471					
External Revenues	(23,471)					
Program Income (County)						
In-Kind Match (County)						
Net Fiscal Impact	0					

Is Item Included in Current Budget: YES \_\_\_\_\_ NO  X

Budget Account Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org \_\_\_\_\_ Object \_\_\_\_\_

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

B. **Recommended Sources of Funds / Summary of Fiscal Impact:**

C. Department Fiscal Review: Stephanie Sephora  
III REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 4/2/2010  
OFMB  
JB 3/31  
SW 3/23/10  
W 3/29/10

[Signature] 4/5/10  
Contract Administration

B. **Legal Sufficiency:**

[Signature] 4/7/10  
Assistant County Attorney

C. **Other Department Review:**

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

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

Contract No.: 10-CP-04-10-60-01-166

Purchase Order No.: PR4173510

CSFA 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, Division of Emergency Management, (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 Budget and Scope of Work, Attachment A of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or, September 23, 2009 whichever is later, and shall end June 30, 2010, 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

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

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

#### (6) AUDIT REQUIREMENTS

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

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the 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 nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

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

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

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <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  
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 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 and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(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, and reported in the quarterly report.

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 days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

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

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

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

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

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

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

law.



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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Tim Date  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399  
Telephone: 850-410-1272  
Fax: 850-488-1739  
Email: [tim.date@em.myflorida.com](mailto:tim.date@em.myflorida.com)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

**(14) SUBCONTRACTS**

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

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority 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 and Schedule of Deliverables and Schedule of 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 – Method of Compensation

Attachment G – Additional Terms and Conditions

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be paid in accordance with Attachment A for the satisfactory performance of work hereunder in an amount not to exceed \$23,471.00, subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period, 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 the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) 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 on separate pages.

# HAZARD ANALYSIS UPDATE

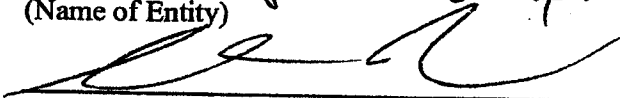
## SCOPE OF WORK ACCEPTANCE

The governmental entity indentified in the Scope of Work agrees to fully perform the specified services in Attachment A, Purpose, Requirements, Scope and Schedule of Deliverables and Schedule of Payments and all other supporting documentation attached to this Purchase Order.

Please sign and return this acceptance form prior to commencement of services to:

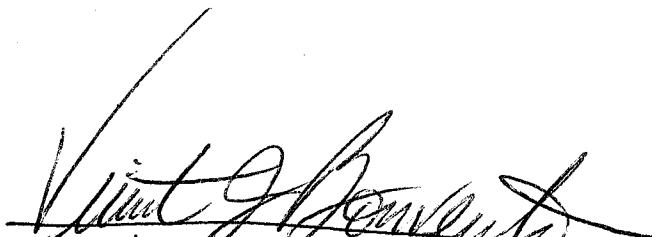
Tim Date, Planning Manager  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399-2100

Division of Emergency Management, Palm Beach County  
(Name of Entity)

  
(Authorized Signature)

10/29/09  
Date

Charles Teer, Director  
(Printed Name)

  
Assistant County Administrator



**CONTRACT CERTIFICATION**  
**FOR**  
**HAZARDOUS ANALYSIS UPDATE SERVICES**

The Florida Division of Emergency Management (Division) acknowledges the attached contract as a complete and binding contract between the Division and the governmental entity identified (either a City/County or Council) performing Hazard Analysis services as specified in the Scope of Work, Attachment A.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

  
\_\_\_\_\_  
(Authorized Signature)

11/24/09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
David Halstead  
(Printed Name)

\_\_\_\_\_  
Interim Deputy Director  
(Title)

**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 State Financial Assistance Number 52.023 in the amount of \$23,471.00.

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

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

## Attachment A

### PURPOSE, REQUIREMENTS, SCOPE AND SCHEDULE OF DELIVERABLES AND SCHEDULE OF PAYMENTS

#### Purpose

To update the hazards analysis for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

#### Requirements

- A. The County shall submit a list of facilities within the County'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.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". 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 and approved by the Division.
- C. Provide an on-site visit to each Attachment B facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO<sub>fm</sub> software 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 *fm* Scenario Page will meet the four requirements below)

(a) Probability of release

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

(b) Severity of consequences of human injury

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

(c) Severity of consequences of damage to property

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

(d) Severity of consequences of environmental exposure

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

- D. 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.
- E. On-Site Visits
- (1) Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis.
  - (2) Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) to the Division for each facility site visit conducted.
  - (3) Submit (electronically) a site plan map with the State Emergency Response Commission Code identification number and in sufficient detail to identify:
    - (a) Location of major building(s)
    - (b) Location and identification of EHS container(s)
    - (c) Location of major street(s) and entrance(s)
    - (d) North arrow
- F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

## **Scope and Schedule of Deliverables**

### **Deliverable 1:**

County shall submit fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval 60 days from date of acceptance.

### **Deliverable 2:**

County shall submit the final fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval 120 days from date of acceptance.

**Deliverable 3:**

- A. On or before June 30, 2010, the County shall provide the Division one (1) copy (electronic format) of each approved hazards analysis. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.
- B. The County shall notify all Attachment B facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.
- C. As appropriate, participate in a technical assistance training session provided by the Division.

**Schedule of Payments**

	<u>Payment</u>
<b>Deliverable #1 - 45% of the Agreement Amount</b>	<u>\$10,561.95</u>
<b>Deliverable #2 - 45% of the Agreement Amount</b>	<u>\$10,561.95</u>
<b>Deliverable #3 - 10% of the Agreement Amount</b>	<u>\$2,347.10</u>

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

Attachment  
"B"

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Intentionally



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

COUNTY: \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

	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 B} (Facility page)
Facility Physical address (Facility page)
SERC Code identification number {per Attachment B, 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>
<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>ON-SITE VISITS (within the contract period)</b>
Completed hazards analysis site visit certification form (submitted electronically or hard copy)
<b>Site plan map (submitted electronically) for each facility, with SERC code number 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

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"

### METHOD OF COMPENSATION

1.0 PURPOSE:

This Attachment defines the limits of compensation to be made to the County for the services set forth in Attachment "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the satisfactory **performance** of services detailed in Attachment "A", the County shall be paid the amounts in accordance with Schedule of Deliverables and Payments in Attachment "A" for a maximum contract value of **\$23,471.00**.

3.0 PAYMENTS:

The County shall submit an original signature invoice (3 copies) in a format acceptable to the Division. Payment for services shall be made at amounts shown in Attachment "A", as approved by the Division.

Invoices shall be submitted to:  
Florida Division of Emergency Management  
Tim Date, Planning Manager  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

4.0 DETAILS OF COSTS AND FEES:

Details of the County's billing rates for these services are contained in Attachment "A", attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

**ATTACHMENT G**

**ADDITIONAL TERMS AND CONDITIONS**

1. A later date may be agreed upon in writing by both parties to this Agreement.
2. The Division will be the sole authority for determining extenuating circumstances and granting extensions to the deliverable deadline.

## **Attachment H Warranties and Representations**

### Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

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

be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

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

Attachment I

**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



Agenda Item #: 3X3  
N/m 7-0  
R-2006-0401

**PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 28, 2006     Consent                       Regular  
     Ordinance                      Public Hearing

Department  
 Submitted By: PUBLIC SAFETY  
 Submitted For: Emergency Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends a motion to: Adopt a resolution authorizing the County Administrator, or his or her designee, to execute certain operational agreements with the Department of Community Affairs and rescinding Resolution No. R-86-1573.

**Summary:** The existing resolution only allows the Director of the Emergency Management the authority to execute agreements with the State of Florida Department of Community Affairs, Division of Emergency Management. This resolution moves this authority to the County Administrator or his designee.

Countywide (DW)

**Background and Policy Issues:** With the retirement of the County's Emergency Management Director, a vacancy occurred in the position and agreements between the County and the State could not be executed by the County Administrator or his designee. Because of this oversight, executing agreements was delayed and full payment of eligible reimbursable activities was threatened. The approval of this resolution will assure a continuity of programs and allow the County Administrator the flexibility of designating persons authorized to execute agreements on behalf of the Board of County Commissioners.

- Attachments:**  
 1. Proposed Resolution  
 2. Current Resolution

-----  
 ... D ...

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>	<b>-0-</b>			

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A X  
Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

C. Departmental Fiscal Review: Josue Julaweb

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature] 2-7-06 OFMB  
[Signature] 2-7-06 Contract Administration & Finance 2/8/06

**B. Legal Sufficiency:**

[Signature] 2/14/06  
Assistant County Attorney

**RESOLUTION NO. -R-2006-0401**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS OR HER DESIGNEE, TO EXECUTE CERTAIN OPERATIONAL AGREEMENTS WITH THE DEPARTMENT OF COMMUNITY AFFAIRS AND RESCINDING RESOLUTION No. R-86-1573.**

**WHEREAS**, in 1986 the Board of County Commissioners authorized the Emergency Management Director to enter into agreements with the Florida Division of Emergency Management, Department of Community Affairs; and

**WHEREAS**, with the retirement of the Emergency Management Director, a vacancy occurred in the position and agreements between the County and the State could not be executed by the County Administrator or the Public Safety Department Director; and

**WHEREAS**, it is important for agreements with the Department of Community Affairs be executed expeditiously in order to secure full payment of eligible reimbursable activities; and

**WHEREAS**, revising the resolution will assure a continuity of programming and allow the County Administrator flexibility in designating persons authorized to execute agreements on behalf of the Board of County Commissioners.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA that:**

1. After review for legal sufficiency by the County Attorney, the County Administrator or his or her designee is authorized to execute agreements on behalf of the County, with the Director, Florida Division of Emergency Management acting for and on behalf of the Department of Community Affairs;

2. No such agreement shall be executed on behalf of the County which is inconsistent with policies established by the Board of County Commissioners or which obligates or encumbers funds of Palm Beach County not previously authorized and approved by the Board of County Commissioners;

3. Palm Beach County Resolution No. R-86-1573 is hereby repealed and rescinded.

The foregoing Resolution was offered by Commissioner Newell  
moved its adoption. The motion was seconded by Commissioner Marcus  
upon being put to a vote, the vote was:

TONY MASILOTTI, CHAIRMAN  
ADDIE L. GREENE, VICE CHAIR PERSON  
KAREN T. MARCUS  
JEFF KOONS  
WARREN H. NEWELL  
MARY MCCARTY  
BURT AARONSON

Aye  
Aye  
Aye  
Aye  
Aye  
Aye  
Aye

FLORIDA, COUNTY OF PALM BEACH  
I, BOCK, Clerk of the Board of County Commissioners, do hereby certify that a true and correct copy of this Resolution is on file in the Office of the Clerk of the Board of County Commissioners, Palm Beach County, Florida.  
B. BOCK, Clerk of the Board of County Commissioners  
Dated: 11/15/06

The foregoing resolution was offered by Commissioner Spillias, who moved for adoption. The motion was seconded by Commissioner Owens, and upon being put to a vote, the vote was as follows:

KAREN T. MARCUS	- AYE
JERRY L. OWENS	- AYE
KEN SPILLIAS	- AYE
DOROTHY WILKEN	- ABSENT
KENNETH N. ADAMS	- AYE

The Chairman thereupon declared the resolution duly passed and adopted this 14 day of October, 1986.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

JOHN B. DUNKLE, Clerk

By Linda C. Wilken

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]  
County Attorney



STATE OF FLORIDA, COUNTY OF PALM BEACH

I, SHARON R. BOCK, Clerk & Comptroller

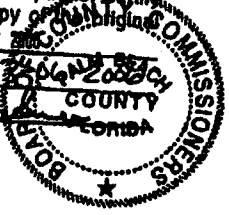
this to be a true and correct copy of the original

filed in my office on FEB 28 1987

dated at West Palm Beach, FL on 2/26/87

By: [Signature]

Deputy Clerk



RESOLUTION NO. K-86-1573

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR, DIVISION OF EMERGENCY MANAGEMENT TO EXECUTE CERTAIN OPERATIONAL AGREEMENTS WITH THE DEPARTMENT OF COMMUNITY AFFAIRS.

WHEREAS, the Division of Emergency Management, Department of Public Safety is required to perform emergency management activities in a manner consistent with policies established by the Palm Beach County Board of County Commissioners; and

WHEREAS, the Division of Emergency Management, Department of Public Safety is required to comply with Florida statutes in the conduct of emergency management activities; and

WHEREAS, in the conduct of emergency management activities it is sometimes necessary to execute agreements between the County and the Director, Florida Division of Emergency Management, acting for and on behalf of the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the Director, Division of Emergency Management, after consultation with the County Administrator, the Director, Department of Public Safety, and review for legal sufficiency by the County Attorney, is authorized to execute agreements on behalf of the County, with the Director, Florida Division of Emergency Management acting for and on behalf of the Department of Community Affairs.

BE IT FURTHER RESOLVED that no such agreement shall be executed by the Director of the Division of Emergency Management on behalf of the County which is inconsistent with policies established by the Board of County Commissioners or which obligates or encumbers funds of Palm Beach County not previously authorized and approved by the Board of County Commissioners.



December 4, 2007

**Department of Public Safety**

20 South Military Trail  
West Palm Beach, FL 33415  
(561) 712-6470  
FAX: (561) 712-6490  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjlan

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

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**MEMORANDUM**

**TO:** Robert Weisman  
County Administrator

**FROM:** Paul W. Milelli, Director  
Department of Public Safety *Paul Milelli*

**RE:** SIGNATURE AUTHORITY

Over the course of the past years, the Board of County Commissioners gave you, or your designee, authority to sign certain documents, grants, agreements, etc., on their behalf. The attached listing depicts those various documents, along with their respective Board authorizing resolution, for which you gave me authority to sign on your behalf.

As of January 4, 2008, my authorization ceases due to my retirement. I'm suggesting Vincent Bonvento be given the same authority to sign as your designee for all of the documents, grants, agreements, etc., that I have been authorized to sign on your behalf. This memorandum, with your signed approval and the attached listing, will be submitted to those agencies requiring such notice of the change in signature authority. If you agree, please sign below and return to me.

Robert Weisman, County Administrator

c: Vincent J. Bonvento, Assistant County Administrator

  
Vincent J. Bonvento, Assistant County Administrator

**CONTRACTS/AGREEMENTS THE PUBLIC SAFETY  
DIRECTOR IS AUTHORIZED TO SIGN ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS**

<b>Division</b>	<b>Agency</b>	<b>BCC Date</b>	<b>Item #</b>	<b>Resolution #</b>
ACC	Vet Contracts	2/27/07	3X2	R-2007-0334/0335/0336
ACC	Subsidy Contracts	9/12/06	----	R-2006-1982
EM	EMS Grants	2/6/07	3X1	R-2007-0205
EM	Dialogic / Cities	5/2/06	3X1	R-2006-0799
EM	CRS Annual Recertification	8/16/05	3X2	R-2005-1583
EM	Post Disaster Development	12/5/06	3X1	R-2006-2668
EM	State DCA Contracts	2/28/06	3X3	R-2006-0401
EM	FPL	7/11/06	----	R-2006-1320
EM	PERI Grant	5/15/07	3X1	R-2007-0816
EM	UASI	12/5/06	3X2	R-2006-2669
EM	CERT	10/26/99		Memo
EM	SARA	12/19/06	3X1	R-2006-2760
EM	ODP	5/1/07	3X4	R-2007-0567
JS	Drug Court Testing	10/17/06	3X1	R-2006-2279/2280/2281/2282
JS	Child/Family Connection	9/12/06	3X3	R-2006-1981
JS	Juvenile Competency/Eval	4/19/06	3X1	R-2005-0792
JS	Adult Competency/Eval	7/11/06	3X4	R-2006-1324
JS	Expert Witness	6/6/06	3X1	R-2006-1033/1034/1035/1036
JS	Legal Aid	10/3/06	3X1	R-2006-2132
VS	FL Attorney General (VOCA)	10/17/06	3X1	R-2006-2286
VS	FL Council Sexual Violence	1/10/06	3X3	R-2006-2529
VS	Operational Agreements w/Attorney General	1/10/06	3X1	R-2006-0099
VS	FCASV Grant	1/10/06	3X3	R-2005-0095/0096
VS	DOH	2/27/07	3X1	R-2007-0333
YA	Childrens Health Care	7/23/06	3X1	R-2006-1321
YA	Standard School Board	12/19/06	3X2	R-2006-2761
YA	Post Doctoral Interns	11/21/06	3X2	R-2006-2526
YA	Summer School	10/18/05	3X2	R-2005-2105

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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BGEX - 662 - 031810 \* 981  
BGRV - 662 - 031810 \* 253

BUDGET AMENDMENT  
FUND 1427 EMERGENCY MANAGEMENT FUND

ACCOUNT NAME AND NUMBER	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/16/10	REMAINING BALANCE
<b><u>REVENUES</u></b>							
<b><u>REVENUE</u></b>							
662-7103-3429 State Grnt Other Public Safety	22,034	22,034	1,437	0	23,471		
<b>TOTAL RECEIPTS &amp; BALANCES</b>	<b>719,129</b>	<b>2,019,875</b>	<b>1,437</b>	<b>0</b>	<b>2,021,312</b>		
<b><u>EXPENDITURES</u></b>							
<b><u>OPERATING</u></b>							
662-7103-3401 Other Contractual Services	22,034	22,034	1,437	0	23,471	10,562	12,909
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	<b>719,129</b>	<b>2,019,875</b>	<b>1,437</b>	<b>0</b>	<b>2,021,312</b>		

Attachment #

2

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF 4/20/10

Public Safety  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Stephanie de jaha 3/22/10  
[Signature] 4/2/2010

Deputy Clerk to the  
Board of County Commissioners

SN  
3/22/10