

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

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Meeting Date: December 5, 2017 [x] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing
Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management
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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends a motion to:**

**A) receive and file** the executed State-Funded Grant Agreement for Hazardous Materials Contingency Planning (18-CP-11-10-60-01-159) with the State of Florida, Division of Emergency Management (FDEM) for the period of July 1, 2017, through June 30, 2018, in the amount of \$23,356; and

**B) approve** a budget amendment of \$23,356 in the Emergency Management Grant Fund to recognize the 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). Resolution R2012-1731 authorized the County Administrator or designee to execute these agreements on behalf of the Board of County Commissioners. Although the grant period began on July 1, 2017, the County did not receive the executed agreement from FDEM until October 16, 2017. **No County matching funds are required for this grant.** Countywide (LDC)

**Background and Policy Issues:** 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) State-Funded Grant Agreement (Due to security reasons, Attachment C, the Facility List mentioned on page 19 is omitted)
- 2) Budget Amendment (1427)

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Recommended by: Stephanie Smith 11/7/17
Department Director Date

Approved By: [Signature] 11-28-17
Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures					
Operating Costs	\$23,356				
External Revenues	(\$23,356)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<b>\$ -0-</b>				

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

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

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account Exp No: Fund 1427 Department 662 Unit 7107 Object Various  
 Rev No: Fund 1427 Department 662 Unit 7107 Object 3429

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

Grant: Hazardous Materials Contingency Planning Grant  
 Fund: 1427 Emergency Management  
 Unit: SARA Hazardous Waste Grant 2018

Departmental Fiscal Review: *[Signature]* 10/20/17  
*BAW*

**III. REVIEW COMMENTS**

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

*[Signature]* 11/14/17  
 OFMB *11/9 11/14*

*[Signature]* 11/27/17  
 Contract Administration

**B. Legal Sufficiency:**

*[Signature]* 11/28/17  
 Assistant County Attorney

**C. Other Department Review:**

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

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



STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

RICK SCOTT  
Governor

BRYAN W. KOON  
Director

October 9, 2017

Mr. Michael Geier  
Palm Beach County  
20 S Military Trail  
West Palm Beach, FL 33415

*Division of Emergency Management*

OCT 16 2017

**Certified Mail-Return Receipt Requested**

Palm Beach County

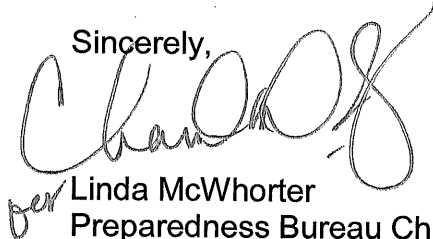
**RE: Agreement Number – (HA) 18-CP-11-10-60-01-159**

Dear Mr. Geier:

Enclosed is the fully executed agreement between West Palm Beach County and the Florida Division of Emergency Management, executed on October 9, 2017. Under Section (2) (c), Contact, of this agreement you have been identified as the recipient's representative responsible for the administration of this agreement. It is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this agreement.

If you have any questions about this agreement, please contact Donna Ray at 850-815-4314 or email [donna.ray@em.myflorida.com](mailto:donna.ray@em.myflorida.com).

Sincerely,



per Linda McWhorter  
Preparedness Bureau Chief

LM/dr

Enclosure

**STATE-FUNDED GRANT 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 West 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) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
  - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
  - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
  - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
  - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
  - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with Section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

**Isabell Parker**  
**2555 Shumard Oak Blvd**  
**Tallahassee, FL 32399-2100**  
**Telephone: 850-815-4315**  
**Email: isabell.parker@em.myflorida.com**

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Michael Geier  
\_\_\_\_\_  
20 S Military Trail  
\_\_\_\_\_  
West Palm Beach, FL 33415  
\_\_\_\_\_  
Telephone: 561-712-6366  
\_\_\_\_\_  
Email: mgeier@pbcgov.org  
\_\_\_\_\_

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 to the other party.

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

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.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment C of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2017 and shall end on June 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

- a. This is a fixed fee agreement, subject to the availability of funds.
- b. 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 either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment B of this Agreement ("Deliverables and Performance"). The maximum reimbursement amount for the entirety of this Agreement is \$ 23,356.00
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment B, which clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. 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, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

(10) **AUDITS**

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed 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.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:



i. The Division of Emergency Management  
DEMSingle\_Audit@em.myflorida.com  
DEMSingle\_Audit@em.myflorida.com  
OR  
Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii. The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

**(11) REPORTS**

- a. The Recipient shall provide the Division with a close-out report.
- b. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- c. If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Deliverable and Performance.
- d. The Recipient shall provide additional program updates or information that may be required by the Division.
- e. The Recipient shall provide additional reports and information identified in the Agreement.

**(12) MONITORING**

- a. 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 Performance 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 C1 to this Agreement, and reported in the quarterly report.
- b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees

to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, 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 performed 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, Florida Statutes, 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, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party 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 this agreement.

(14) 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 (15) REMEDIES. 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 period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

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

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

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) 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 (2) CONTACT 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:

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

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

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

iv. 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.

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.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) 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 (30) 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 this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this 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 this 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.

**(17) SUBCONTRACTS**

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

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

**(18) 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 – Budget
  - Attachment B – Deliverables and Performance
  - Attachment C – 302 Facilities List
  - Attachment C1 – Scope of Work
  - Attachment D – Program Statutes and Regulations
  - Attachment E – Financial Invoice Form
  - Attachment F – Justification of Advance Payment
  - Attachment G – Warranties and Representations

- Attachment H – Certification Regarding Debarment
- Attachment I - Statement of Assurances
- Attachment J – Hazard Analysis Checklist
- Attachment K – Hazard Analysis Site Visit Certification Form
- Attachment L – Statement of Determination
- Attachment M – Hazard Analysis Review Criteria

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of invoices shall be submitted to the Division grant manager as part of the Recipient's reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

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

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

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

(21) 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 (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall 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 state government, certifies, to the best of its knowledge and belief, that it and its principals:

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

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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;

iii. 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 (21)(g)(ii) of this certification; and

iv. 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 H) for each intended subcontractor that 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, Florida Statutes, 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 pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

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, Florida Statutes, 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, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any

subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

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

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

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

**(22) LOBBYING PROHIBITION**

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. 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.

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

**EXCEPT AS PROVIDED BELOW, 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 this 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 (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that 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 that 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 that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

**(24) 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.

**(25) ASSURANCES.**

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

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

**RECIPIENT:**

**PALM BEACH COUNTY**

By: Stephanie Sejnoha

Name and title: Stephanie Sejnoha,  
Public Safety, Director

Date: 9/20/17

FID# 078470481

APPROVED TO TERMS  
AND CONDITIONS

Bill Johnson  
Bill Johnson, RN  
Emergency Management, Director

APPROVED TO FORM  
AND LEGAL SUFFICIENCY

County Attorney

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Sybil Pappademos BC

Name and Title: Michael Kenneth, Deputy Director

Date: 9 OCT 2017

2017 SEP 25 AM 9:15  
STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

**EXHIBIT – 1**

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -  
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: **Florida Division of Emergency Management**  
Catalog of State Financial Assistance title: **Hazardous Materials Planning & Prevention Program**  
Catalog of State Financial Assistance number: **31.067**  
**\$ 23,356.00** (amount)

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

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*

*State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## Attachment A

### Budget

Subgrantee: Palm Beach County

Contract Number: 18-CP-11-10-60-01-159

1. First Payment (45% of contract amount) (50% Hazards Analyses submitted and approved)	<u>\$10,510.20</u>
2. Second Payment (45% of contract amount) (50% Hazards Analyses submitted and approved)	<u>\$10,510.20</u>
3. Final Payment(10% of contract amount) (approval, distribution & notification)	<u>\$2,335.60</u>
 TOTAL AMOUNT	 <u>\$23,356.00</u>

**ATTACHMENT B**

**DELIVERABLES AND PERFORMANCE**

<b>Deliverable #</b>	<b>Deliverables</b>	<b>Minimum Performance</b>	<b>Price</b>	<b>Financial Consequences</b>
1	Within 30 days of receipt of the executed contract submit electronically, 3 sample CAMEO hazard analyses chosen from facilities identified in Attachment C. Must be in compliance with Section C of the Scope of Work. DEM will review the sample and provide constructive feedback within 10 business days.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work.	No payment	
2	Not later than November 1, 2017 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	45 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files after initial review.
3	Not later than March 1, 2018 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	45 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files
4	1. Not later than May 15, 2018 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with transmittal. Notify first responders and Attachment C facilities of the availability of the file. Provide DEM with transmittal.	1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment C facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division.	10% of the contract amount	Payment will not be made without required transmittal and notification letters/E-mails.

ATTACHMENT C

2017-2018 302 FACILITY LIST

**THIS PAGE INTENTIONALLY LEFT BLANK. PLEASE  
REFER TO ATTACHMENT SENT TO YOU VIA EMAIL  
AND INSERT INTO AGREEMENT AS NECESSARY**

## ATTACHMENT C1

### SCOPE OF WORK

#### Purpose

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

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

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

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

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

#### Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response

Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment C. The primary guidance documents are Attachment I (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at: <https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* version 3.2 (download from): <http://www.epa.gov/cameo/cameo-software>. Each facility hazards analysis shall include, but is not limited to, the following items:

1. Facility Information (CAMEO*fm* Facility Page)

- (a) Enter the facility name (per Attachment C) in the Facility Name field.
- (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
- (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.
- (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)
- (e) Enter the Facility phone number in the Facility Phones tab field.
- (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
- (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
- (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.
- (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 follow-up report submitted to the LEPC. If it is determined that a facility has not had an accident, that shall be noted.

2. Hazard Identification (CAMEO*fm* Chemical in Inventory Page)



- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.
  - (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
  - (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (**this is the release amount used to determine the Vulnerable Zone**).
  - (d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
  - (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)
3. Vulnerability Analysis (*CAMEOfm* Scenario Page)
- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
  - (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
  - (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
    - (1) Gases – 10 minutes
    - (2) Powders or solids in solution – 10 minutes
    - (3) Liquids – No value shall be entered
  - (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in *CAMEOfm* Chemicals)
  - (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.
  - (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).

- (g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO*fm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.
- (h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the CAMEO*fm* Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP))
- (i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape file has been loaded. Critical facilities files are available for downloading from the Florida Division of Emergency Management CAMEO data portal. If using this method upload the map data image to the CAMEO*fm* Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF))
- D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analysis are conducted..
- E. On-Site Visits
1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.
  2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment K) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or contacted.**
    - (a) **On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.**
      - (1) For facilities listed on Attachment C that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form

(Attachment K) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

- (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance above TPQ. **Nothing additional is required to be changed or updated in CAMEO<sub>fm</sub> for Sulfuric Acid (Battery) Exemption facilities.**
  - (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable **CAMEO<sub>fm</sub> pages and tabs** and submit a completed on-site visit form (Attachment k) to the Division.
  - (4) A list of the facilities using the Sulfuric Acid (Battery) Exception must be included with deliverable submittals.
3. **For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEO<sub>fm</sub> Facilities Page.** (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available facility name and SP – additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:
- (a) Location of major building(s)
  - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
  - (c) Name and location of street(s) in immediate vicinity, minimum of one cross street and street facility is located on.
  - (d) Identify pertinent access and egress point(s)
  - (e) Note any additional features pertinent to hazmat and medical response
- F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

**REIMBURSEMENT CONDITIONS:**

Subject to the funding limitations of this Agreement, the Division shall reimburse upon successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- 1<sup>st</sup> payment, the division shall not reimburse the Recipient for an amount that exceeds 45% of the overall amount authorized by this Agreement; and,
- 2<sup>nd</sup> payment, the division shall not reimburse the Recipient for an amount that exceeds 45% of the overall amount authorized by this Agreement; and,
- 3<sup>rd</sup> payment, the division shall not reimburse the Recipient for an amount that exceeds 10% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 45% cap for a particular deliverable. However, under no circumstances shall the cumulative reimbursement amount for payments 1 and 2 exceed 90% of the overall amount authorized by this Agreement.

**FINANCIAL CONSEQUENCES:**

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Please also see Financial Consequences being imposed on Attachment B for each deliverable.

**ATTACHMENT D**

**PROGRAM STATUTES AND REGULATIONS**

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

**ATTACHMENT E**  
**FINANCIAL INVOICE FORM**  
**FOR**  
**HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

RECIPIENT: \_\_\_\_\_ AGREEMENT# \_\_\_\_\_

PERIOD OF PERFORMANCE \_\_\_\_\_ FEIN# \_\_\_\_\_

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analysis submitted and approved)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analysis submitted and approved)	\$ _____	\$ _____
3. Final Payment (10% of contract amount) (Approval, distribution & notification)	\$ _____	\$ _____
<b>TOTAL AMOUNT</b>	<b>\$ _____</b>	<b>\$ _____</b>

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

\_\_\_\_\_  
 Printed Name and Title of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

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

**ATTACHMENT F**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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

**ADVANCE REQUESTED**

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

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

**ESTIMATED EXPENSES**

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

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

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**ATTACHMENT G**  
**WARRANTIES AND REPRESENTATIONS**

**Financial Management**

Recipient's financial management system must include the following:

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

**Competition**

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



Codes of Conduct.

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

Business Hours

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

Licensing and Permitting

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

**ATTACHMENT H**

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

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
FDEM Contract Number

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

\_\_\_\_\_  
Project Number

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

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**STATEMENT OF ASSURANCES**

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

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**ATTACHMENT J**  
**HAZARD ANALYSIS AGREEMENT CHECKLIST AND CAMEO/FM GUIDE**

<b>Facility Information (CAMEO/fm Facility Page)</b>	
Facility Name (per Attachment C) ( Facility Page)	
Facility Physical Address (Facility Page)	
Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (Map Data Tab on Facility Page)	
Facility Phone Number (Facility Phones Tab on Facility Page)	
Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number (Contact Tab on Facility Page)	
Transportation Route(s) (From County Line to the Facility) (Notes Tab on Facility Page)	
Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page)	
Historical Accident Record (If none, please note) (Notes Tab on Facility Page)	
Facility Maximum Occupancy (a minimum of one is required for unmanned facilities) (ID and Regs Codes Tab on facility Page)	
Select correct check boxes for facilities subject or not subject to section 112r or section 302 (ID and Regs Codes Tab on facility Page)	
<b>Hazard Identification (CAMEO/fm Chemical in Inventory Page) (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))	
Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab)	
Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab)	
Maximum amount in Largest Container or Interconnected Containers (Chemical in Inventory Page(s), Physical State and Quantity Tab) (This figure will be used as the release amount to determine the vulnerable zone in the Scenario)	
Type/Design, Pressure and Temperature of Container(s) (cylinder, battery, ambient etc.) (Chemical in Inventory Page(s), Location Tab)	
Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) (Chemical in Inventory Page(s), Physical State and Quantity Tab)	
<b>Vulnerability Analysis (CAMEO/fm Scenario Page) (for each Extremely Hazardous Substance on site)</b>	
Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab) (Must match the Chemical in Inventory Page, Physical State and Quantity Tab, maximum amount in largest container figure)	
Enter the concentration percentage in the Concentration field (Scenario Description tab)	
Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab)	
Determine the natural Physical State of the chemical at room temp (specified in CAMEO Chemicals) and enter into the Physical State field (Scenario Description tab)	
Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab)	
Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history & maintenance etc.) (Scenario Description tab)	
Extent of Vulnerable Zone (CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used) (Scenario Description tab)	
Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s))	
Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (Notes Tab on Scenario Page(s)) See scope of work for alternatives.	
<b>On-Site Visits (for each Facility and within the Contract Period)</b>	
Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SV - if SERC number is not available facility name and SV. If it's a telephone call for the sulfuric acid exception the name of the facility rep spoken to and date of call must be noted on the form. Additional info allowed but not required.)	
Site Plan (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SP - if SERC number is not available the facility name and SP - additional info allowed but not required.)	
Sufficient Detail to Identify:	
Location of Major Building(s)	
Name and Location of Extremely Hazardous Substance(s) (if extremely hazardous materials are co-located, noting EHS is acceptable)	
Name and Location of Street(s) (At minimum street facility where facility is located and the nearest intersection or cross street.)	
Identify Pertinent Access and Egress Points	
Note Additional Features Pertinent to Hazardous Materials and Medical Response	

**ATTACHMENT K**



**FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS**

**HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM**

**PLEASE PRINT**

\_\_\_\_\_  
Facility Name

\_\_\_\_\_  
Street Address, City & Zip Code

\_\_\_\_\_  
County

\_\_\_\_\_  
SERC ID #

\_\_\_\_\_  
Name of Facility Representative

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

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

\_\_\_\_\_  
Site Visit Performed by

\_\_\_\_\_  
Signature

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

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

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ATTACHMENT L**

**STATEMENT OF DETERMINATION**

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

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

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

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

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

**Further explanation if necessary:**

**CERTIFICATION:**  
 I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner / operator's authorized representative (printed): \_\_\_\_\_

Official Title (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

**ATTACHMENT M**  
**HAZARD ANALYSIS REVIEW CRITERIA**

**Facility Page**

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

**Chemical In Inventory**

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

**Scenario Page**

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

18-0171

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

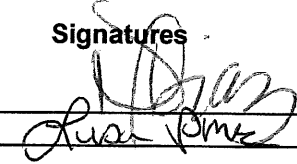
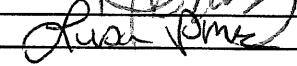
BGRV - 662- 1020170000000000020  
BGEX - 662- 10201700000000000164

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 As of 10/20/17	REMAINING BALANCE
<b>SARA - Hazardous Waste Grant 2018</b>								
<b>Revenue</b>								
1427-662-7107-3429	State Grant Other Public Safety	0	0	23,356		23,356		
	<b>Total Revenue and Balance</b>	<u>111,997</u>	<u>111,997</u>	<u>23,356</u>	<u>0</u>	<u>135,353</u>		<u>135,353</u>
<b>Expense</b>								
1427-662-7107-3401	Contractual Services	0	0	23,356		23,356	0	23,356
	<b>Total Appropriation and Expenditures</b>	<u>111,997</u>	<u>111,997</u>	<u>23,356</u>	<u>0</u>	<u>135,353</u>	<u>0</u>	<u>135,353</u>

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

Signatures	Date
	10/20/17
	11/14/17

By Board of County Commissioners  
At Meeting of 12/5/2017  
Deputy Clerk to the  
Board of County Commissioners