

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Hazards Analysis - Grant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$6,472.00 in grant funds through their Hazards Analysis Program.

County-wide

Jennifer Bero, Tad Stone

BACKGROUND:

The Florida Division of Emergency Management (DEM) is awarding grant funds to Seminole County to update the statewide hazards analysis database. Based upon the allocation formula developed by the DEM, Seminole County is entitled to received \$6,472.00. Funds would be used for training, overtime, and equipment to conduct investigations of hazardous material sites in the County.

For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement with the DEM. This is a fixed fee, performance-based agreement with its Scope of Work and Schedule of Payments outlined in Attachment B. There is no match requirement.

A corresponding budget amendment request to allocate the funds is presented for Board approval in the Budget Division section of this agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$6,472.00 in grant funds through their Hazards Analysis Program.

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Arnold Schneider)</p> <p><input type="checkbox"/> Budget Review (Lisa Spriggs)</p>

Contract Number: 09CP-04-06-69-01-000

CFSA Number 52.023

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

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

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

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

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

(e) Report Submission

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

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

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

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

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

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

and

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

The Auditor General's Office at the following address:

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

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

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

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

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

(7) REPORTS

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

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

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

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

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

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

(11) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION

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

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

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

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

(13) NOTICE AND CONTACT

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

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

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

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

Jennifer Bero, Grants Administrator

Fiscal Services Department

1101 East First Street

Sanford, FL 32771

Telephone: (407) 665-7125

Fax: (407) 665-7183

Email: jbero@seminolecountyfl.gov

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

Alan Harris
Office of Emergency Management
1101 East First Street
Sanford, FL 32771
Telephone: (407) 665-5017
Fax: (407) 665-5036
Email: aharris@seminolecountyfl.gov

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

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

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to \$6,472.00. Payment will be made in accordance with the provisions of the Scope of Work - Schedule of Deliverables and Payments (Attachment A) of this Agreement.

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

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

(22) LEGAL AUTHORIZATION

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

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

RECIPIENT:

SEMINOLE COUNTY _____

By: _____

Name and title: Brenda Carey, Chairman

Date: _____

FEID# 59-6000856

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

By: _____

Name and Title: W. Craig Fugate, Director

Date: _____

ATTEST:

**MARYANNE MORSE, Clerk to the
Board of County Commissioners
Seminole County, Florida**

Approved as to form and legality:

County Attorney

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of \$6,472.00.

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

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

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Attachment A

SCOPE OF WORK - SCHEDULE OF DELIVERABLES AND PAYMENTS

PURPOSE

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

SCOPE OF WORK

TASK 1: Submission and Guidance

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

TASK 2: Coordination of Activities

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

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

TASK 3: Review and Update of Hazards Analyses

- A. Review and update hazards analyses for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. It is required that each Attachment B facility be contacted by on-site visit to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* 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.

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

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

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

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

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

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

TASK 4: On-Site Visits

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

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

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

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

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

SCHEDULE OF DELIVERABLES AND PAYMENTS

<u>Deliverable</u>	<u>Due Date</u>	<u>Payment Amount</u>
Payment #1 - The submitted hazards analyses which have been deemed acceptable by the Division.	<u>11-01-2008</u>	<u>\$2,912.40</u>
Payment #2 - The submitted hazards analyses which have been deemed acceptable by the Division.	<u>02-01-2009</u>	<u>\$2,912.40</u>
Payment #3 - The completed hazards analyses which have been reviewed and approved by the Division, upon the Division receiving proof of distribution of the approved Hazards Analyses to the applicable Local Emergency Planning Committee and upon the Division receiving proof of notification to all facilities (for which a hazards analysis was required), and applicable response agencies, of the availability of the hazards analyses information	<u>Not Applicable</u>	<u>\$647.20</u>

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

End Attachment A

ATTACHMENT B - SEMINOLE COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 31076	COSTCO WHOLESALE - 183 741 ORANGE AVENUE ALTAMONTE SPRING FL 32714	COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE ISSAQUAH WA 98027	HENRY MCINTOSH 407-786-7802
6 15997	EMBARQ FLORIDA - ALTAMONTE SPRINGS OFFICE 450 SANFORD AVENUE ALTAMONTE SPRING FL 32701-	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 15999	EMBARQ FLORIDA - LAKE BRANTLEY OFFICE 916 STATE ROAD 434 ALTAMONTE SPRING FL 32714-	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 27935	SEARS ROEBUCK AUTO CENTER - 6995 451 EAST ALTAMONTE DRIVE - SUITE 401 ALTAMONTE SPRING FL 32701-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 407-767-6142
6 15998	EMBARQ FLORIDA - CASSELBERRY OFFICE 1510 LAKE DRIVE CASSELBERRY FL 32707-361	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 22505	EMBARQ FLORIDA - HOWELL CREEK REMOTE 1389 NORTH SEMORAN BOULEVARD CASSELBERRY FL 32707-650	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 30663	SAMS CLUB - STORE 8214 355 SEMORAN BOULEVARD FERN PARK FL 32730	SAMS EAST INC - CORPORATE COMPLIANCE 508 SOUTHWEST 8 STREET BENTONVILLE AR 72712-0505	BERNARD INGRAM 407-260-8109
6 34367	A T AND T MOBILITY - PAYOLA 935 WALLACE COURT LAKE MARY FL 32746	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	RNOC 800-298-3551
6 26266	A T AND T MOBILITY - LAKE MARY TDMA 500 TECHNOLOGY PARK DRIVE LAKE MARY FL 32795-	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	WIRELESS NETWORK CONT 800-832-6662

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 19228	CONVERGYS INFORMATION MANAGEMENT - LAKE MARY 285 / 287 INTERNATIONAL PARKWAY LAKE MARY FL 32746-	CONVERGYS INFORMATION MANAGEMENT GROUP 285 INTERNATIONAL PARKWAY LAKE MARY FL 32746-	PATRICK FITZGIBBONS 407-771-7721
6 31594	CONVERGYS INFORMATION MANAGEMENT - LAKE MARY 2 225 INTERNATIONAL PARKWAY LAKE MARY FL 32746	CONVERGYS INFORMATION MANAGEMENT GROUP 285 INTERNATIONAL PARKWAY LAKE MARY FL 32746-	PATRICK FITZGIBBONS 407-771-7721
6 29278	NEXTEL SOUTH - LAKE MARY MSO 1150 EMMA OAKS TRAIL - SUITE 100 LAKE MARY FL 32746-	NEXTEL SOUTH 555 LAKE BORDER DRIVE APOPKA FL 32703-5815	CATHY STAFFORD 407-889-6255
6 27863	SIEMENS ICN LAKE MARY - BUILDING 8 635 CENTURY POINT LAKE MARY FL 32746-	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	GENE DELONG 407-942-6590
6 27862	SIEMENS ICN LAKE MARY - BUILDINGS 1 AND 2 400 RINEHART ROAD - MAIN PLANT LAKE MARY FL 32746-	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	GENE DELONG 561-942-6590
6 25855	EAST PENN - MK BATTERY LONGWOOD 1024 SAVAGE COURT LONGWOOD FL 32750-	EAST PENN MANUFACTURING d/b/a MK BATTERY POST OFFICE BOX 147 LYON STATION PA 19536	GARY MULLER 407-331-7771
6 33234	G E CONSUMER FINANCE - WEKIVA SPRINGS 140 WEKIVA SPRINGS ROAD LONGWOOD FL 32779	G E CONSUMER FINANCE 3802 NORTHDALE BOULEVARD TAMPA FL 33624-	RUSSELL SPOR 407-788-4149
6 33008	CITY OF OVIEDO - WEST MITCHELL HAMMOCK WTP 250 WEST MITCHELL HAMMOCK ROAD OVIEDO FL 32765	CITY OF OVIEDO 400 ALEXANDRIA BOULEVARD OVIEDO FL 32765	STEPHEN MEDEIROS 407-971-5684
6 24083	INTERSTATE BATTERY SYSTEM OF ORLANDO 366 LOYD LANE OVIEDO FL 32765-	INTERSTATE BATTERY SYSTEMS OF ORLANDO INC 366 LOYD LANE OVIEDO FL 32765-6774	DAN LOYD 407-366-1190
6 29241	SEARS ROEBUCK AUTO CENTER - 2691 1370 OVIEDO MARKETPLACE BOULEVARD OVIEDO FL 32765-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 847-286-7222

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 24972	FLORIDA EXTRUDERS INTERNATIONAL 2540 JEWETT LANE SANFORD FL 32771-160	FLORIDA EXTRUDERS INTERNATIONAL 2540 JEWETT LANE SANFORD FL 32771-1600	STEPHEN LITTLE 407-323-3300
6 34975	NEFF RENTAL - SANFORD 500 AERO LANE SANFORD FL 32771	NEFF RENTAL 3750 NORTHWEST 87 AVENUE - SUITE 400 MIAMI FL 33178-	SCOTT CARINI 407-320-9990
6 30643	SAMS CLUB - STORE 4785 1101 RINEHART ROAD SANFORD FL 32771	SAMS EAST INC - CORPORATE COMPLIANCE 508 SOUTHWEST 8 STREET BENTONVILLE AR 72712-0505	JAMIE HUENS 479-204-8453
6 29085	SEARS ROEBUCK AUTO CENTER - 6986 450 TOWNE CENTER SANFORD FL 32771-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 407-328-2695
6 4726	T I GROUP AUTOMOTIVE SYSTEMS 2650 JEWETT LANE SANFORD FL 32771-167	T I GROUP AUTOMOTIVE SYSTEMS 2650 JEWETT LANE SANFORD FL 32771-	DON KORFMACHER 321-397-1044
6 7053	CITY OF WINTER SPRINGS - EAST WTP 1 851 NORTHERN WAY WINTER SPRINGS FL 32708	CITY OF WINTER SPRINGS 1126 EAST STATE ROAD 434 CASSELBERRY FL 32708-	KIP LOCKCUFF 407-327-5989

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

RECIPIENT: Seminole County

AGREEMENT # _____

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

(To be completed by
the Division)

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

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE \$ _____

(To be completed by the Division)

Attachment D

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

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

The data in the Facility Information, Hazard Identification, Vulnerability Analysis and Risk Analysis sections noted above shall be submitted electronically in a CAMEO_{fm} zip file format.

Attachment E



FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Name of Facility (Please print)

Name of County (Please print)

State Emergency Response Commission (SERC) Code

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Date

Name of Inspector (Please print)

Inspector's Signature

Site Visit Date

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

Attachment F

Warranties and Representations

Financial Management

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

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

Competition

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

Codes of Conduct

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

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

Business Hours

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

Licensing and Permitting

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

End Attachment F

Attachment G

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

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date