

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Hazards Analysis Grant Agreement

**DEPARTMENT:** Fiscal Services      **DIVISION:** Grants Administration

**AUTHORIZED BY:** Lisa Spriggs      **CONTACT:** Jennifer Bero      **EXT.** 7125

<b>Agenda Date</b> <u>07/25/06</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Hazard Analysis Grant Agreement between the Florida Department of Community Affairs and Seminole County; and, approve the coordinating budget amendment request.

[Dept Contact: Stephen Watts, Emergency Management Manager (407) 665-5131]

**BACKGROUND:**

The Department of Community Affairs (DCA) is authorized by the Florida Hazardous Materials Emergency Response and Community Right-to-know Act of 1988 to adopt rules necessary to implement SARA Title III. As a result, Seminole County is being offered grant funds totaling \$6,575 to be used for hazards analysis for qualifying facilities throughout the county. Those facilities, listed in Attachment C, have reported to the State Emergency Response Commission as having specific Extreme Hazardous Substances in quantities above the Threshold Planning Quality designated by the Environmental Protection Agency. Each facility will be contacted for an on-site visit to ensure the accuracy of the hazards analysis.

This is fixed fee agreement requiring no matching funds. The grant period extends from July 1, 2006, to June 30, 2007.

Request the Board to approve and authorize the Chairman to execute the Hazard Analysis Grant Agreement, and the coordinating budget amendment request to allocate the funds.

Reviewed by: _____
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>CC</u>
CM: _____
File No. <u>CFSG01</u>

2006-R-

**BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners  
FROM: Department of Fiscal Services  
SUBJECT: **Budget Amendment Resolution**  
Department: **Public Safety**  
Fund(s): Public Safety Grants – State

DFS Recommendation	
Ryan P Switzer	7/6/06
Analyst	Date
<i>[Signature]</i>	7/7/07
Budget Mgr	Date
<i>[Signature]</i>	7/7/07
Director	Date

**PURPOSE:** Recognize the receipt of and allocate the Hazard Analysis Grant from the Florida Department of Community Affairs. These funds will be utilized to perform Hazards Analyses at facilities that have been reported to the State Emergency Response Commission as having specific Extreme Hazardous Substances in quantities above the Threshold Planning Quality, as designated by the Environmental Protection Agency. After each analysis the facilities will be contacted for on-site visits to ensure the accuracy of the hazard's analysis. No matching funds required.

**ACTION:** Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

**Sources:**

Account Number	Project #	Account Title	Amount
11912.334220		Public Safety Grants - State	6,575
<b>Total Sources</b>			<b>\$6,575</b>

**Uses:**

Account Number	Project #	Account Title	Amount
11912.055610.530520		Professional Services	3,000
11912.055610.530521		Operating Supplies - Equipment	3,300
11912.055610.530400		Travel and Per Diem	275
<b>Total Uses</b>			<b>\$6,575</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2006-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
Maryanne Morse, Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Carlton Henley  
Chairman

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

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

Entered by County Finance Department

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



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Dedicated to making Florida a better place to call home"*

JEB BUSH  
Governor

THADDEUS L. COHEN, AIA  
Secretary

June 20, 2006

Mr. Stephen M. Watts  
Director  
Seminole County Department of Public Safety  
150 Bush Boulevard  
Sanford, Florida 32773

Dear Mr. Watts:

The Florida Division of Emergency Management (Division) is pleased to award funds to update the Hazards Analysis data for your county. Based upon the allocation formula developed by the Division, your county is entitled to receive \$6,575. This is a fixed fee, performance based agreement with its Scope of Work and Schedule of Payments outlined in Attachment B. There is no requirement to match the allocation with county funds.

In an effort to streamline the hazards analysis review process and advance towards the overall goal of developing a statewide hazards analysis database, many of you were contacted for feedback regarding a potential change in the scope of work and deliverables. It was determined that the best solution at this time is to require the data be submitted to the Division electronically in CAMEOfm format. This will allow two things, (1) changes can be made by Division staff and will be submitted back to the County, and (2) a consistent format will allow data to be imported into one database. Since most of you are utilizing CAMEOfm to calculate the vulnerable zone, this change should not be significant. In addition, implementation of this solution will not affect the funding allocation.

Your attention is directed to the following deliverable requirements contained in this Agreement:

1. The first set of deliverables (contact name and information) submission deadline is August 15, 2006. There will be no payment for this deliverable.
2. The second set of deliverables (fifty percent of the Hazards Analyses Updates) Submission deadline is November 1, 2006.
3. The third set of deliverables (final fifty percent of the Hazards Analyses Updates) submission deadline is February 1, 2007.

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100  
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2798 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

Mr. Stephen M. Watts  
June 20, 2006  
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4. Finally, the contract requires documentation of site visits and site specific facility information. This requirement can be met by submitting a digital, date stamped, image reflecting the on-site visit date of each Section 302 facility's chemical process(es) or, an alternate verifiable format approved by the Division.

A written request for extension must be approved prior to the original submission deadlines or funding may be jeopardized. The submission deadlines for the hazards analyses are required in order to allow Division staff sufficient time to complete the review process by the contract closeout date of June 30, 2007.

Please notify the Division by August 1, 2006, whether your county intends to accept or deny the funding. Enclosed are three copies of the Agreement for your review. A contract number will be assigned to the Agreement at the time of final execution and will appear on the signed original returned to you. If the county intends to accept the funding, please have the Chairperson of the Board of County Commissioners sign/date each copy and return them to the following address:

Mr. Timothy Date, Manager  
Bureau of Compliance Planning and Support  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Once the Department has received the August 15, 2006 deliverables (contact name and information), technical assistance visits can be scheduled. If you have any questions regarding the Agreement or its requirements, please call Mr. Timothy Date at (850) 410-1272.

Sincerely,



Sheri Powers, Program Administrator  
Bureau of Compliance Planning  
and Support

SP/dr

Enclosures

Contract Number: 07CP-11-06-69-01-XXX

CSFA Number 52.023

**STATE-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2006 and shall end June 30, 2007, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

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

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

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

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

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

#### (6) AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(e) Report Submission

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

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

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

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

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

**[an electronic copy shall also be submitted to the above office]**

and

Division of Emergency Management  
Bureau of Compliance Planning and Support  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

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

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

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

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than seven (7) months from the end of the Recipient's fiscal year.

#### (7) REPORTS

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

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

#### (8) MONITORING

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

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

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

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent by the Division.

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

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

(11) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

#### (12) TERMINATION

(a) The Division may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

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

#### (13) NOTICE AND CONTACT

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

(b) The name and address of the Division contract 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@dca.state.fl.us

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

(14) SUBCONTRACTS

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

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A - Financial Compensation Requirements
- Attachment B - Scope of Work and Schedule of Payments
- Attachment C - County Facilities Listing
- Attachment D - Financial Invoice
- Attachment E - Warranties and Representations

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to \$6,575.00. Payment will be made in accordance with the provisions of the Financial Compensation Requirements, Attachment A of this Agreement, and the Scope of Work and Schedule of Payments, Attachment B of this Agreement.

The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period. 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 Comptroller or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall

terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

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

Department of Community Affairs (Department)  
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 Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS

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

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

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and

private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

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

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

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

(j) The Division of Emergency Management reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

(l) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

#### (21) STATE LOBBYING PROHIBITION

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

(22) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION

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

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

Recipient: SEMINOLE COUNTY

BY: \_\_\_\_\_

Name and title: \_\_\_\_\_

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

SAMAS # \_\_\_\_\_ FEID# \_\_\_\_\_

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: \_\_\_\_\_

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

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

**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 \$6,575.00.

**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 Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Chapter 252, Part II, Florida Statutes

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

## **Attachment A**

### **FINANCIAL COMPENSATION REQUIREMENTS**

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

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

C. In the event that the Recipient submits less than fifty (50) percent of the completed hazards analyses on November 1, 2006 or less than the final fifty (50) percent of the completed hazards analyses on February 1, 2007, then the payment due may be reduced by an amount commensurate with the number of omitted hazards analyses and the number of days late, if any.

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

**End Attachment A**

## Attachment B

### SCOPE OF WORK AND SCHEDULE OF PAYMENTS

#### PURPOSE

Submission of completed hazards analyses that comply with the hazardous materials site-specific hazards analysis criteria outlined in this Attachment. The primary guidance document is the "Technical Guidance for Hazards Analysis." All hazards analyses shall be consistent with the provisions of this document. Any variation from the procedures outlined in this document must be requested in writing by certified mail, return receipt requested and approved by the Division. Collection of this data will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

#### I. SCOPE OF WORK

##### TASK 1: Coordination of Activities

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

- A. Submit to the Division by August 15, 2006 the Recipient's contact person's name, address, telephone number, and E-mail address.
- B. Of the facilities listed on Attachment C, fifty (50) percent of the completed hazards analyses shall be submitted electronically in CAMEOfm format to the Division no later than November 1, 2006 and the final fifty (50) percent of the completed hazards analyses shall be submitted electronically in CAMEOfm format to the Division by no later than February 1, 2007 except that later dates may be agreed upon in writing by both parties to this Agreement. Absent any extenuating circumstances and except as otherwise provided in this Agreement, work submitted after February 1, 2007 will not be accepted, reviewed or compensated. The Division will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.
- C. Within the period of the Agreement, participation in a technical assistance training session provided by the Division is required. The Division reserves the right to waive this requirement.
- D. Within the period of the Agreement, submit a list of facilities believed to have present Extremely Hazardous Substances (EHSs) as designated by the Environmental Protection Agency (EPA) in quantities at or above the Threshold Planning Quantity (TPQ), but have not reported to the State Emergency Response Commission (SERC).

**TASK 2: Review and Update of Hazards Analyses**

- A. Review and update hazards analyses for all facilities listed in Attachment C, which have reported to the SERC that they have present those specific EHSs designated by the EPA in quantities at or above the TPQ. It is required that each Attachment C facility be contacted by on-site visit to ensure accuracy of hazards analysis. Each facility hazards analysis must include, but is not limited to, the following items:

1. Facility Information

- a. Facility name and address

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

- b. Facility Identification

Provide SERC Code (see Attachment C) and geographic coordinates (latitude and longitude in decimal degrees).

- c. Facility Emergency Coordinator

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

- d. Transportation Routes

List the main routes used within the County to transport chemicals to and from the facility.

- e. 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 (VZ).

- f. Historical Accident Record

Describe any past releases or incidents that have occurred at each 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, CAS number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) of each EHS present 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 EHS 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 EHS 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 EHS, 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 most likely to accompany a spill or release of each EHS, i.e., fire, explosion.

### 3. Vulnerability Analysis

- a. Extent of the Vulnerable Zone

Identify the estimated geographical area that may be subject to concentrations of an airborne EHS at levels that could cause irreversible acute health effects or death to human populations within the area following an accidental release. Plot that geographical area on a map indicating the Vulnerable Zone for each EHS present at the facility at or above the TPQ. Enter the facility name, SERC code, chemical(s) name and vulnerable zone(s) radius on vulnerable zone map(s).

- 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 and each facility's maximum expected occupancy, within each VZ, 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 VZ, that shall be noted.

- d. Estimated Exposed Population

Provide an estimate of the maximum possible population (including facility employees, general population and critical facilities etc.) within the VZ(s) that would be affected in a worst case release for each EHS on site.

### 4. Risk Analysis

- a. Probability of release

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

- b. Severity of consequences of human injury

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

- c. Severity of consequences of damage to property

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

- d. Severity of consequences of environmental exposure

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

- B. Identify those facilities in Attachment C for which a hazards analysis was not submitted. Supporting documentation must be provided with a list to account for the facilities for which a hazards analysis was not completed. In addition to the SERC Code Identification, 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 EHSs on-site or EHSs are below TPQ. 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 EHSs are not now present at or above TPQ and a date when the EHSs were removed from the facility.

### TASK 3: On-Site Visits

- A. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis (Task 2).
- B. Submit a compact disk or diskette with a high-resolution digitally date stamped image, reflecting the on-site visit date, taken of the EHS(s) on site at all applicable facilities listed on Attachment C. The recipient may expend funds from this grant to purchase a digital camera with the capability to perform the requirements listed above. Upon request, the Division may approve an alternate verifiable format.
- C. Submit (electronically) a site plan map with the SERC code 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 4: Submission, Distribution and Notification of the Approved Hazards Analyses**

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

**II. SCHEDULE OF PAYMENTS**

- A. The first payment in the amount of \$2,958.75 is payable upon Division receipt of an acceptable financial invoice (Attachment D), the completed Hazards Analyses due on or before November 1, 2006, including the digitally date stamped images (or the alternate verifiable format) and site plan maps.
- B. The second payment in the amount of \$2,958.75 is payable upon Division receipt of an acceptable financial invoice (Attachment D), the completed Hazards Analyses due on or before February 1, 2007, including the digitally date stamped images (or the alternate verifiable format) and site plan maps.
- C. A final payment in the amount of \$657.50 is payable upon Division approval of all required hazards analyses, upon the Division receiving an acceptable financial invoice (Attachment D), proof of distribution of the approved Hazards Analyses to the Local Emergency Planning Committee, and proof of notification to all facilities (for which a hazards analysis was required) and response agencies of the availability of the hazards analyses information

**End Attachment B**

## ATTACHMENT C - SEMINOLE COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 31076	COSTCO WHOLESAL #183 741 ORANGE AVENUE ALTAMONTE SPRING FL 32714	COSTCO WHOLESAL CORPORATION 999 LAKE DRIVE ISSAQUAH WA 98027	HENRY MCINTOSH 407-786-7802
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-	NADINE LAJEUNE 407-767-6142
6 15997	SPRINT COMMUNICATIONS - ALTAMONTE CENTRAL OFFICE 450 SANFORD AVENUE ALTAMONTE SPRING FL 32701-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
6 15999	SPRINT COMMUNICATIONS - LAKE BRANTLEY CENTRAL OFFICE 916 STATE ROAD 434 ALTAMONTE SPRING FL 32714-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
6 15998	SPRINT COMMUNICATIONS - CASSELBERRY CENTRAL OFFICE 1510 LAKE DRIVE CASSELBERRY FL 32707-361	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
6 22505	SPRINT COMMUNICATIONS - HOWELL CREEK REMOTE 1389 NORTH SEMORAN BOULEVARD CASSELBERRY FL 32707-650	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
6 22274	BELLSOUTH TELECOMMUNICATIONS - 33319 173 I STREET GENEVA FL 32732-	BELLSOUTH TELECOMMUNICATIONS 1245 WEST 69 STREET HIALEAH FL 33014	BELLSOUTH BLDG SERVICE 800-411-6944
6 30259	CROWN CASTLE - FL GENEVA 1461 EAST STATE ROAD 46 GENEVA FL 32732	CROWN CASTLE USA INC 2000 CORPORATE DRIVE CANONSBURG PA 15317-	NETWORK OPERATIONS CE 1-800-788-7011
6 8282	CITY OF LAKE MARY - HARRY TERRY WATER PLANT 235 RINEHART ROAD LAKE MARY FL 32746	CITY OF LAKE MARY POST OFFICE BOX 958445 LAKE MARY FL 32795-8445	CRAIG HAUN 407-585-1479

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6	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	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	NEW CINGULAR WIRELESS - MTSO II 500 TECHNOLOGY PARK DRIVE LAKE MARY FL 32795-	NEW CINGULAR WIRELESS PCS, LLC POST OFFICE BOX 97061 REDMOND WA 98073	WIRELESS NETWORK CONT 800-832-6662
6	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	ROGER TINGLEY 703-744-8320
6	EAST PENN MANUFACTURING - MK BATTERY LONGWOOD 1024 SAVAGE COURT LONGWOOD FL 32750-	EAST PENN MANUFACTURING POST OFFICE BOX 147, DEKA ROAD LYON STATION PA 19536-0147	GARY MULLER 407-331-7771
6	G E CONSUMER FINANCE - WEKIYA SPRINGS 140 WEKIYA SPRINGS ROAD LONGWOOD FL 32779	G E CONSUMER FINANCE 3802 NORTHDALDE BOULEVARD TAMPA FL 33624-	RUSSELL SPOR 407-788-4149
6	PARKER HANNIFIN - EXPANSION VALVE FACILITY 777 BENNETT DRIVE LONGWOOD FL 32750	PARKER HANNIFIN CORPORATION 6035 PARKLAND BOULEVARD CLEVELAND OH 44024-4141	JIM MARTIN 407-767-2922
6	CITY OF OVIEDO - WEST MITCHELL HAMMOCK WTP 250 WEST MITCHELL HAMMOCK ROAD OVIEDO FL 32765	CITY OF OVIEDO 400 ALEXANDRIA BOULEVARD OVIEDO FL 32765	THOMAS KING 407-977-0288
6	INTERSTATE BATTERY SYSTEM OF ORLANDO 366 LOYD LANE OVIEDO FL 32765-	INTERSTATE BATTERY SYSTEMS 366 LOYD LANE OVIEDO FL 32765-6774	DAN LOYD 407-366-1190
6	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-	NADINE LAJEUNE 847-286-7199

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 24946	EAST PENN MANUFACTURING - AMERICAN BATTERY SANFORD 4180 SAINT JOHNS PARKWAY SANFORD FL 32771-	EAST PENN MANUFACTURING POST OFFICE BOX 147, DEKA ROAD LYON STATION PA 19536-0147	RICK HAMILTON 407-321-8843
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 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-	NADINE LAJEUNE 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 407-322-1704
6 28333	UNITED AGRI PRODUCTS - UNITED HORTICULTURAL SUPPLY 410 CENTRAL PARK DRIVE SANFORD FL 32771-	UNITED AGRI PRODUCTS 410 SOUTH WARE BOULEVARD - SUITE 800 TAMPA FL 33619-	CHRIS PAPPAS 888-488-7185
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
6 7052	CITY OF WINTER SPRINGS - EAST WWTP 1560 WINTER SPRINGS BOULEVARD WINTER SPRINGS FL 32708	CITY OF WINTER SPRINGS 1126 EAST STATE ROAD 434 CASSELBERRY FL 32708-	KIP LOCKCUFF 407-327-5989

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

RECIPIENT: SEMINOLE COUNTY

AGREEMENT # \_\_\_\_\_

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
2. Second Payment (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
3. Final Payment (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 E

### 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 E**