

STATE-FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the Terms and Conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) LAWS, RULES, REGULATIONS, AND POLICIES

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

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's Terms and Conditions and

shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

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

payment.

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

Isabell Parker
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Work Phone: 850-815-4315
Email: Isabell.Parker@em.myflorida.com

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

Name: Tracy L. Jackson

Title: Director Regional Emergency Services & Communications

Address: 201 NW 84 Avenue

City, State, Zip: Plantation, Florida 33324

Work Phone: 954 831 3908

Email: tjackson@broward.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the Terms and Conditions agreed upon by the parties.

(4) EXECUTION

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

(5) MODIFICATION

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

(6) SCOPE OF WORK

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

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2021 and shall end on June 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a Fixed-Fee Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement (“Budget”). The maximum payment amount for the entirety of this Agreement is \$8,759.83.
- d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment G, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a Final Reconciliation Report. The Final Reconciliation Report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

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

(9) RECORDS

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

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

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to the board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the State and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private

entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(10) AUDITS

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

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

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

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

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

- i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

(11) REPORTS

a. The Recipient shall provide the Division with a Close-Out Report in accordance with Attachment G. This Report shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by the Division.

b. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required deliverables, reports, and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

e. The Recipient shall provide additional reports and information identified in Attachment A.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and 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 G to this Agreement and reported in the Close-Out Report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

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

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

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by Registered Mail™ or Certified Mail®, Return Receipt Requested, to the address in Paragraph (2) CONTACT herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

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

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

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

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

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

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

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

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

(16) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) 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 termination and the procedures for proper closeout of this Agreement.

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

(17) SUBCONTRACTS

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

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

(18) ATTACHMENTS

a. All Attachments to this Agreement are incorporated as if set out fully.

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

- c. This Agreement has the following Attachments:
- Exhibit 1 - Funding Sources
 - Attachment A – Budget and Scope of Work
 - Attachment B – Program Statutes and Regulations
 - Attachment C – Statement of Assurances
 - Attachment D – Justification of Advance Payment
 - Attachment E – Warranties and Representations
 - Attachment F – Certification Regarding Debarment
 - Attachment G – Schedule of Deliverables

Attachment H – 302 Facility List

Attachment I – Financial Invoice Form

Attachment J – Hazards Analysis Guidance and Information will be forthcoming post hoc HA Agreement execution.

Attachment K – Hazard Analysis Site Visit (SV) Certification Form

Attachment L – Statement of Determination (SOD) Form

Attachment M – Close-Out Reporting Form

(19) PAYMENTS

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

b. Invoices shall be submitted in accordance with Attachment I and shall include the supporting documentation for the project or services. The Final Invoice shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of timely invoices per deliverable due date shall be submitted to the Division Grant Manager as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its Close-Out Report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

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

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

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

(21) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

ii. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offenses enumerated in Paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five (5) 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 F) for each intended subcontractor that Recipient plans to fund under this Agreement. The Form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

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

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

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

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

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

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

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

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

r. Section 287.05805, Florida Statutes, requires that any State funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

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

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence Legislation or any other official action by the Florida Legislature or any State agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

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

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

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

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

(24) LEGAL AUTHORIZATION

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

(25) ASSURANCES

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

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

RECIPIENT:

Signature: _____

Name and title: _____

Date: _____

FEID# _____

Include a copy of the Delegation of Authority for the Signatory, if applicable.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

Signature: _____

Name and Title: Kevin Guthrie, as Director of the Division of Emergency Management, or Ashley Davis as
Authorized Designee

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title: **Emergency Management Projects**

Catalog of State Financial Assistance Number: **31.067**

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

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. CAMEO Data Manager Hazardous Analysis (HA) updates for critical planning data required under Emergency Planning and Community Right-to-Know Act (EPCRA)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis
<https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>
4. E-Plan - Emergency Response Information System Tier II electronic Reporting online
<https://tier2.erplan.net/onlinefiling/filingLogin.htm> NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the Recipient.

**Attachment A
Budget and Scope of Work
2021-2022 Hazards Analysis Grant**

Recipient: _____

Performance of Period: _____

Agreement Number: _____

1. First Payment (40% of Agreement Amount)

25% Analysis (Deliverable 1) will be reviewed and ***must be approved before*** invoice is submitted.

2. Second Payment (40% of Agreement Amount)

25% Analysis (Deliverable 2) will be reviewed and ***must be approved before*** invoice is submitted.

3. Final Payment (20% of Agreement Amount)

Final Payment will not be made without required transmittal verifications, and final approved CAMEO Data Manager zip file uploaded to the SharePoint folder.

TOTAL AMOUNT

Attachment A

Budget and Scope of Work

PURPOSE

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

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

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

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

At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) (a county may elect to contract with the Regional Planning Committee (RPC) or qualified vendor). The Counties' Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) required under EPCRA and encompasses; identification of facilities and transportation routes of Extremely Hazardous Substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The Recipient shall conduct Hazards Analyses (HA) on-site visits for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

REQUIREMENTS

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.
- B. The completed Hazards Analysis (HA) shall comply with the site-specific Hazards Analysis (HA) criteria outlined below for each facility listed in Attachment H. The primary guidance documents are Attachment J Hazards Analysis Guidance and Information (forthcoming), CAMEO Data Manager Help Files, and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; <https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>. All Hazards Analyses (HA) shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance, and approved by the Division.
- C. Consult the Tier II Report in E-Plan prior to any on-site visits or phone interview updates for all facilities to be updated. Compare the E-Plan Tier II Report with information in CAMEO Data Manager files. Discuss any discrepancies with Facility Representatives during the on-site visit or phone interview.
- D. Conduct an on-site visit (or phone interview) at each Attachment H facility to ensure accuracy of the Hazards Analysis (HA). Each applicable facility's Hazards Analysis (HA) information shall be entered using the new CAMEO Data Manager. CAMEO Data Manager software can be download from the U.S. Environmental Protection Agency's website at <https://www.epa.gov/cameo/cameo-data-manager-software>.
- E. Deliverables – See Attachment G Schedule of Deliverables. All Deliverables shall be submitted through SharePoint. When Notifications are sent, the Division must receive transmittal documentation. A final Division-approved CAMEO Data Manager zip file must be uploaded to SharePoint.

REIMBURSEMENT CONDITIONS

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

- First payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Second payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Third payment, the Division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this Agreement unless the Recipient is submitting for multiple deliverables.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular payment. However, under no circumstances shall the cumulative reimbursement amount for payments one (1) and two (2) exceed 80% of the overall amount authorized by this Agreement unless all three (3) Deliverables have been met.

FINANCIAL CONSEQUENCES

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, may result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and/or
- Payment will be reduced by \$110.00 per facility with incorrect or incomplete CAMEO Data Manager files

Failure to submit deliverables within fifteen (15) days of their due date may result in the following penalty:

Reduction of the deliverable payment amount to the Recipient by 50% for each thirty (30) day period following the aforementioned fifteen (15) day grace period. The first 50% reduction will thus take effect sixteen (16) days after the due date, and each subsequent 50% reduction will take effect thirty (30) days after the previous reduction.

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

Attachment B

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes.

Attachment C

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

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

Attachment D
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

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

ADVANCE REQUESTED

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

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

ESTIMATED EXPENSES

BUDGET CATEGORY (List Applicable Cost Category)	2021-2022 Anticipated Budget Category Expenditures for Advance Payment Request
TOTAL ANTICIPATED EXPENSES:	

BUDGET CATEGORY & COST JUSTIFICATION: For each Budget Category and cost, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Agreement's Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (as *applicable*) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.

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Attachment G
Schedule of Deliverables

Deliverable #	Deliverables	Due Date	Price	Financial Consequences
1	<ul style="list-style-type: none"> • Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, and upload into the FDEM designated SharePoint folder. • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, SOD, and notes on special circumstances when applicable. • Upload completed Attachment K Forms, and Attachment L Forms (<i>when applicable</i>) to Salesforce. • Upload Attachment I Financial Invoice Form to Salesforce and request payment following deliverable review and approval. <p>This is not subject to the deliverable due date.</p>	November 1, 2021	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	<ul style="list-style-type: none"> • Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, and upload into the FDEM designated SharePoint folder. • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, SOD, and notes on special circumstances when applicable. • Upload completed Attachment K Forms, and Attachment L Forms (when applicable) to Salesforce. • Upload Attachment I Financial Invoice Form to Salesforce and request payment following deliverable review and approval. <p>This is not subject to the deliverable due date.</p>	March 1, 2022	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	<ul style="list-style-type: none"> • Provide completed Hazards Analysis (HA) (CAMEO Data Manager zip file) to the Local Emergency Planning Committee (LEPC) (<i>if applicable</i>) and provide FDEM with notification of transmittal. • Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. • Upload the final "<i>approved</i>" CAMEO Data Manager zip file into SharePoint. Use naming convention (County name, Final HA, Year). • Upload Attachment I Financial Invoice Form to Salesforce and request payment following deliverable review and approval. <p>This is not subject to the deliverable due date.</p>	June 1, 2022	20% of Contract Amount	Final Payment will not be made without required transmittal verifications, and final APPROVED zip file uploaded.
4	<ul style="list-style-type: none"> • Upload completed Attachment M Close-Out Report Form to Salesforce. 	30-Days Following Contract Completion		Due 60-Days Following Contract Completion

Attachment H
2021-22 SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List obtained from E-Plan. Select 50% of the highest risk facilities to inspect this grant year. If you become aware or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was extracted from E-Plan in June 2021. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file that should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
 - Contact FDEM staff listed below so that the facility can be added to the Division's Potential Non-Filer List.
 - Sam.Brickett@em.myflorida.com
 - Robert.Dietrich@em.myflorida.com
-
- **Remember: Complete only 50% of your entire Section 302 EHS List this grant year.**
 - ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 1***
 - ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST BELOW WHICH SERVES AS THE BASIS FOR THIS ATTACHMENT.

SERC	Facility Name / Address	County	LEPC	ContactInfo	ChemicalName	MaxDailyQty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
49118	Simoniz Kemko 3000 SW 15th St., Deerfield Beach, FL Deerfield Beach, FL 33442	Broward	11	Name: Mike Trudel Contact Type: Fac. Emergency Coordinator Email: mtrudel@simoniz.com 24-hour Phone :301-520-1924 Work Phone :800-227-5536	3-50C Lubricating Soap (Acidic Liquid Cleaning Compound)	15,570	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Warehouse"/()
39375	AIRGAS USA, LLC. - Fort Lauderdale SO41 5401 Powerline Road Fort Lauderdale, FL 33309-2801	Broward	11	Name: Kenneth DeJesus Contact Type: Fac. Emergency Coordinator Email: kenneth.dejesus@airgas.com Work Phone :561-840-9900 24-hour Phone :561-723-9406	Ammonia	1,500	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Cylinder Storage Area"/1,500(pounds)
323	PUBLIX SUPER MARKETS - DEERFIELD BEACH DISTRIBUTION 777 SW 12th Avenue Deerfield Beach, FL 33442	Broward	11	Name: Neil Gordon (Ammonia) Contact Type: Fac. Emergency Coordinator Email: Neil.Gordon@publix.com 24-hour Phone :561-317-6249 Work Phone :954-429-0122 x39392	AMMONIA (ANHYDROUS)	228,600	"Tank inside building"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/"Dairy Processing"/228,600(pounds)
40997	Reddy Ice - Davie (439) 5050 Southwest 51st Street Davie, FL 33314	Broward	11	Name: Wayne J. Macmullen Contact Type: Secondary Emergency Contact Email: wjmacmullen@reddyice.com 24-hour Phone :(561) 722-7407 Mobile - Cell Phone :(561) 722-7407 Work Phone :(561) 722-7407	AMMONIA (ANHYDROUS)	15,000	"Tank inside building"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/"Machinery Room Pressure Vessels & Refrigerant Piping"/() "Tank inside building"/"Greater than ambient pressure"/"Greater than ambient temperature"/"Machinery R
32995	FRESHPOINT SOUTH FLORIDA 2300 NORTHWEST 19 STREET POMPANO BEACH, FL 33069	Broward	11	Name: JON LEIBOWITZ Contact Type: Tier II Emergency 24 Hour Contact Email: jon.leibowitz@freshpoint.com Tier II Emergency 24 Hour Contact Phone :954-658-7303 Mobile - Cell Phone :954-856-9833	Ammonia (anhydrous)	9,237	"Above ground tank"/"Greater than ambient pressure"/"Greater than ambient temperature"/"Supply lines"/3,218(pounds) "Above ground tank"/"Greater than ambient pressure"/"Greater than ambient temperature"/"East side of building"/3,978(pounds)
6418	Coca-Cola Beverages Florida, LLC - Broward 3350 PEMBROKE ROAD HOLLYWOOD, FL 33021	Broward	11	Name: Chris Silva Contact Type: Fac. Emergency Coordinator Email: csilva@cocacolaflorida.com Work Phone :954-734-5263 24-hour Phone :844-208-8112	Ammonia (anhydrous)	8,764	"Above ground tank"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/"Outside the main building on the East side"/8,764(pounds)
174	2A WATER TREATMENT PLANT 1390 NORTHEAST 50 STREET POMPANO BEACH, FL 33064	Broward	11	Name: JOSE OTERO Contact Type: Fac. Emergency Coordinator Email: JOTERO@BROWARD.ORG Work Phone :954-831-4127 24-hour Phone :954-831-0850 Mobile - Cell Phone :954-234-1034 Emergency Phone :954-831-0850	Ammonia (anhydrous)	8,500	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"North side of chemical building"/8,500(pounds)
172	1A WATER TREATMENT PLANT 3701 NORTH STATE ROAD 7 LAUDERDALE LAKES, FL 33319	Broward	11	Name: PEDRO BERRIOS Contact Type: Fac. Emergency Coordinator Email: PBERRIOS@BROWARD.ORG Mobile - Cell Phone :954-553-0653 24-hour Phone :954-831-0850 Work Phone :954-831-4115 Emergency Phone :954-831-0850	Ammonia (anhydrous)	8,500	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"North end of tank farm"/8,500(pounds)

194	CITY OF HOLLYWOOD - WTP 3441 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021	Broward	11	Name: Luis Montoya Contact Type: Fac. Emergency Coordinator Email: lmontoya@hollywoodfl.org 24-hour Phone :9543830406 Emergency Phone :9549674230	Ammonia (anhydrous)	8,000	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"Center of facility"/8,000(pounds)
15026	Port Everglades Cold Storage 3205 SE 19th Ave Fort Lauderdale, FL 33316	Broward	11	Name: Craig Balmer Contact Type: Fac. Emergency Coordinator Email: c.balmer@cbbcorp.com Work Phone :8639670636 24-hour Phone :8632870763	Ammonia (anhydrous)	7,200	"Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"SE of Bldg - Inside Engine Room"/7,200(gallons)
22834	CITY OF MIRAMAR - WEST WATER PLANT 4100 S. FLAMINGO ROAD MIRAMAR, FL 33027-	Broward	11	Name: Jinsheng Huo Contact Type: Fac. Emergency Coordinator Email: jhuo@miramarfl.gov 24-hour Phone :561-603-0289 Emergency Phone :954-883-5065	Ammonia (anhydrous)	5,000	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"Plant compound"/1,000(gallons)
202	City of Pembroke Pines Water Treatment Plant 7960 Johnson Street PEMBROKE PINES, FL 33024	Broward	11	Name: Paul Thompson Contact Type: Fac. Emergency Coordinator Email: pthompson@ppines.com 24-hour Phone :754-260-4505 Mobile - Cell Phone :954-995-0281 Work Phone :954-518-9018	Ammonia (anhydrous)	4,965	"Above ground tank"/"Ambient pressure"/"Less than ambient temp. / not cryog"/"Entire Facility"/4,965(Pounds)
215	CITY OF TAMARAC - WTP 7803 NORTHWEST 61 STREET TAMARAC, FL 33321	Broward	11	Name: Anthony Licata Contact Type: Fac. Emergency Coordinator Email: ANTHONY.LICATA@TAMARAC.ORG Work Phone :954-597-3777 24-hour Phone :954-675-6375	Ammonia (anhydrous)	4,400	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"WTP - 7803 NW 61st Street, Tamarac, Broward County, FL, 33321"/4,400(pounds)
204	CITY OF PLANTATION - EAST WATER PLANT 500 NORTHWEST 65 AVENUE PLANTATION, FL 33317	Broward	11	Name: James Dunmire Contact Type: Fac. Emergency Coordinator Email: jdunmire@plantation.org 24-hour Phone :954-797-2100 Work Phone :954-414-8898	Ammonia (anhydrous)	4,400	"Above ground tank"/"A"/"G"/"Entire Facility"/4,301(Pounds) "Above ground tank"/"Ambient pressure"/"Greater than ambient temperature"/"S Side of Chlorine"/()
7548	CITY OF CORAL SPRINGS - WATER PLANT 3800 NORTHWEST 85 AVENUE CORAL SPRINGS, FL 33065	Broward	11	Name: Alvan Jones Contact Type: Fac. Emergency Coordinator Email: ajones@coralsprings.org Work Phone :954-345-2162 24-hour Phone :954-817-2899	Ammonia (anhydrous)	4,380	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/4,380(pounds) "Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"East side of property on East side of chemical building"/4,380(pounds)
199	CITY OF MARGATE - WTP 980 NORTHWEST 66 AVENUE MARGATE, FL 33063-	Broward	11	Name: Richard Uber Contact Type: Fac. Emergency Coordinator Email: ruber@margatefl.com Work Phone :954-972-0828 24-hour Phone :954-999-7298 Mobile - Cell Phone :954-999-7298	Ammonia (anhydrous)	4,335	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Water Treatment Plant"/1,100(gallons)
205	CITY OF PLANTATION - CENTRAL WATER PLANT 700 NORTHWEST 91 AVENUE PLANTATION, FL 33317	Broward	11	Name: James Dunmire Contact Type: Fac. Emergency Coordinator Email: jdunmire@plantation.org 24-hour Phone :954-797-2100 24-hour Phone :954-414-8898	Ammonia (anhydrous)	4,200	"Above ground tank"/"A"/"G"/"Entire Facility"/4,301(Pounds)

176	3A WATER TREATMENT PLANT 4980 SOUTHWEST 40 AVENUE DANIA BEACH, FL 33312	Broward	11	Name: PEDRO BERRIOS Contact Type: Fac. Emergency Coordinator Email: PBERRIOS@BROWARD.ORG Emergency Phone :954-831-0850 Mobile - Cell Phone :954-553-0653 24-hour Phone :954-831-0850 Work Phone :954-831-4115	Ammonia (anhydrous)	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Southeast of driveway"/900(pounds)
13019	CITY OF MIRAMAR - EAST WTP 2600 SOUTHWEST 66 TERRACE MIRAMAR, FL 33023	Broward	11	Name: Ronnie Navarro Contact Type: Fac. Emergency Coordinator Email: rsnavaro@miramarfl.gov Emergency Phone :954-883-5065 24-hour Phone :954-883-5065	Ammonia, Solution, With More Than 10% But Not More Than 35% Ammonia	5,000	"Above ground tank"/"G"/"A"/"Center of Site"/5,000(pounds)
49687	3C GROUND STORAGE TANK 2400 SW 67 AVENUE MIRAMAR, FL 33023	Broward	11	Name: Pedro Berrios Contact Type: Fac. Emergency Coordinator Email: pberrios@BROWARD.ORG Mobile - Cell Phone :954-553-0653 Work Phone :954-831-4115 Emergency Phone :954-831-0850 24-hour Phone :954-831-0850	Ammonia, Solution, With More Than 10% But Not More Than 35% Ammonia	900	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Inside building/ Ammonia room"/()
13849	Service Cold Storage 3220 SW 2ND Ave Fort Lauderdale, FL 33315	Broward	11	Name: Don Service Cold Contact Type: Fac. Emergency Coordinator Email: keith@servicecold.com 24-hour Phone :8476305192 Emergency Phone :8476305192	anhydrous ammonia	2,000	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"engine room"/2,000(pounds)
5379	Fiveash Water Treatment Plant 4321 Northwest 9 Ave Fort Lauderdale, FL 33309	Broward	11	Name: Cesar Alza Contact Type: Fac. Emergency Coordinator Email: calza@fortlauderdale.gov Work Phone :954-828-7865 24-hour Phone :305-409-3455	Chlorine	180,000	"Rail car"/"Greater than ambient pressure"/"Ambient temperature"/"Rail Car South of Treatment Plant"/90(tons)
40394	Deerfield Beach WTP 290 Goolsby blvd. Deerfield Beach, FL 33442	Broward	11	Name: Joshua Niemann Contact Type: Fac. Emergency Coordinator Email: JNiemann@deerfield-beach.com Mobile - Cell Phone :954-540-0447 Work Phone :954-480-4369 24-hour Phone :954-480-4370	Chlorine	44,000	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"West Water Treatment plant- SW quadrant"/22(tons)
196	CITY OF HOLLYWOOD - WWTP 1621 NORTH 14 AVENUE HOLLYWOOD, FL 33020	Broward	11	Name: COY MATHIS Contact Type: Tier II Emergency 24 Hour Contact Email: cmathis@hollywoodfl.org 24-hour Phone :9549213288 Mobile - Cell Phone : 5615686453	Chlorine	38,000	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/38,000(Pounds)
197	City of Lauderhill Water Treatment Plant 2101 NW 49th Avenue Lauderhill, FL 33313	Broward	11	Name: Herb Johnson Contact Type: Fac. Emergency Coordinator Email: hjohnson@lauderhill-fl.gov Work Phone :9547304225 24-hour Phone :9547302972	Chlorine	32,000	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"In the Chlorine Room"/() "Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"In the Chlorine Room building G"/32,000(pounds)
7366	CITY OF NORTH LAUDERDALE - WTP 841 SOUTHWEST 71 AVENUE NORTH LAUDERDALE, FL 33068	Broward	11	Name: Lina Quintero Contact Type: Tier II Emergency 24 Hour Contact Email: lquintero@uswatercorp.net Work Phone :866-753-8292 Mobile - Cell Phone :727-858-2396 Tier II Emergency 24 Hour Contact Phone :866-753-8292	Chlorine	16,000	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"City of North Lauderdale Water Treatment Plant"/16,000(pounds)

25533	GULFSTREAM PARK RACING ASSOCIATION 901 SOUTH FEDERAL HIGHWAY---25533 4TH FLOOR HALLANDALE BEACH, FL 33009	Broward	11	Name: Marcelo Toledo Contact Type: Fac. Emergency Coordinator Email: marcelo.toledo@gulfstreampark.com Mobile - Cell Phone :305-301-9690 Emergency Phone :954-457-6135 24-hour Phone :305-301-9690	Chlorine	2,400	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Chlorination building east of RO Building (application & storage location ID T-3)."/2,400(pounds)
6153	PARKLAND UTILITIES 8001 PARKSIDE DRIVE PARKLAND, FL 33067-1675	Broward	11	Name: MICHAEL BERGEN Contact Type: Tier II Emergency 24 Hour Contact Email: parklandutilitie@bellsouth.net 24-hour Phone :9542963082 Work Phone :9547537903	Chlorine	1,500	"Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/1,500(Pounds) "Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Entire facility"/1,500(pounds)
216	CITY OF TAMARAC - TRACT 27 WATER STORAGE TANK 7750 NORTHWEST 100 AVENUE TAMARAC, FL 33321	Broward	11	Name: Anthony Licata Contact Type: Fac. Emergency Coordinator Email: ANTHONY.LICATA@TAMARAC.ORG Work Phone :954-597-3777 24-hour Phone :954-675-6375	Chlorine	600	"Cylinder inside building"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/"Tract 27 - 7750 NW 100th Avenue, Tamarac, Broward County, FL, 33321"/600(pounds)
7594	CITY OF TAMARAC - GRANTS WATER STORAGE TANK 4191 WEST COMMERCIAL BOULEVARD---7594 TAMARAC, FL 33321	Broward	11	Name: Anthony Licata Contact Type: Fac. Emergency Coordinator Email: ANTHONY.LICATA@TAMARAC.ORG 24-hour Phone :954-675-6375 Work Phone :954-597-3777	Chlorine	450	"Cylinder inside building"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/"4191 West Commercial Boulevard, Tamarac, Broward County, Florida, 33321"/450(pounds)
6206	Royal Waterworks 8900 NW 44th CT Coral Springs, FL 33065	Broward	11	Name: Dennis Coates Contact Type: Fac. Emergency Coordinator Email: dcoates@uswatercorp.net 24-hour Phone :1-866-753-8292 Mobile - Cell Phone :239-222-1685	Chlorine Gas - (7782-50	2,300	"Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"NORTH END OF PROPERTY, OPEN-AIR STRUCTURE"/2,300(pounds)
12854	Spectrum Investors LLC 2050 Spectrum Blvd. Fort Lauderdale, FL 33309	Broward	11	Name: Cindy Fula Contact Type: Fac. Emergency Coordinator Email: cindyfula0622@gmail.com 24-hour Phone :(954) 560-7525 Mobile - Cell Phone :954-560-7525	Diesel Fuel Oil (Low Sulfur)	82,080	"Below ground tank"/"Ambient pressure"/"Ambient temperature"/"east side data center"/8,000(gallons) "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"east side utility building"/2,500(gallons)
26458	CARDINAL HEALTH - WESTON 3205 MERIDIAN PARKWAY WESTON, FL 33331	Broward	11	Name: Timothy Spillane Contact Type: Tier II Emergency 24 Hour Contact Email: timothy.spillane@cardinalhealth.com Work Phone :754.228.3444 24-hour Phone :360.348.7563	Formaldehyde, Solution, Flammable	1,387	"Plastic bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/12,900(pounds)
558	G T Lohmeyer Wastewater Treatment Plant 1765 SE 18 Street Fort Lauderdale, FL 33316	Broward	11	Name: Justin Murray Contact Type: Fac. Emergency Coordinator Email: jmurray@fortlauderdale.gov 24-hour Phone :904-881-6555 Work Phone :954-828-4122	Hydrogen Peroxide	81,000	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"west end of plant by pretreatment building"/81,000(pounds)
211	SAWGRASS UTILITY COMPLEX 14150 NORTHWEST 8 STREET SUNRISE, FL 33325	Broward	11	Name: Fred McDonald Contact Type: Fac. Emergency Coordinator Email: fmcDonald@sunrise.fl.gov Emergency Phone :9548886004 24-hour Phone :9548886004	Hydrogen Peroxide Solution (> 52% Peroxide)	50,080	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Wastewater Plant "/46,370(pounds)

29417	Aveva - 3250 3250 Commerce Parkway Miramar, FL 33025	Broward	11	Name: Shawn Lilly Contact Type: Fac. Emergency Coordinator Email: slilly@apotex.com 24-hour Phone :954-790-0467 Work Phone :954-430-3340 x2223	Nicotine	7,400	"Steel Drum"/"Ambient pressure"/"Ambient temperature"/"Warehouse"/3,500(pounds) "Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Production Blending Rooms (196, 1008, 277, and 278)"/100(pounds) "Tank inside building"/"Greater
30665	PROPULSION TECHNOLOGIES INTERNATIONAL 15301 SOUTHWEST 29 STREET MIRAMAR, FL 33027	Broward	11	Name: Andrew Claverie Propulsion Technologies International Contact Type: Fac. Emergency Coordinator Email: Andrew.Claverie@ptechi.com Work Phone :786-999-0675 24-hour Phone :954-338-9296	Nitric Acid	13,479	"Glass bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Area 304 LLP FPI Fume Hood Al Etchant (MPTI-030)"/3(pounds) "Glass bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Area 606 FBC Etch Station Al Etchant (MPTI-030)"/3(pounds) "Tan
25740	Hyperion Materials & Technologies - PLANT 2 3041 Gateway Dr. POMPANO BEACH, FL 33069	Broward	11	Name: Heath Sinn Contact Type: Primary Email: heath.sinn@hyperionmt.com 24-hour Phone :614-745-9575 Work Phone :954-725-6224	Nitric acid	4,800	"Steel Drum"/"Ambient pressure"/"Ambient temperature"/"Conical Storage"/600(pounds) "Steel Drum"/"Ambient pressure"/"Ambient temperature"/"Centrifuge"/600(pounds) "Steel Drum"/"Ambient pressure"/"Ambient temperature"/"Acid pit"/2,800(pounds)
32778	SOUTHERN SPECIALTIES INC 1430 SW 6th COURT POMPANO BEACH, FL 33069	Broward	11	Name: Orlando Rodriguez Contact Type: Fac. Emergency Coordinator Email: orodriguez@southspec.com Mobile - Cell Phone :954-871-3190 Work Phone :954-876-2452 24-hour Phone :954-871-3190	Peracetic Acid, Solution	175.263	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Chemical Cage in the Warehouse SW area"/()
32118	Florida Linen Services - Pompano Beach 1407 SW 8th Street Pompano Beach, FL 33069	Broward	11	Name: Vince Conlon Contact Type: Fac. Emergency Coordinator Email: vconlon@florida-linen.com 24-hour Phone :518 429 7593 Work Phone :9547848125	Peracetic Acid, Solution/Acetic Acid/Hydrogen Peroxide	9,999	"Tote bin"/"Ambient pressure"/"Ambient temperature"/"South side of building in continent area"/9,000(pounds)
34622	R AND H PLATING 2341 NW 30th Ct Oakland Park, FL 33311	Broward	11	Name: EDDY REYNOSO Contact Type: Fac. Emergency Coordinator Email: rnhplating@aol.com 24-hour Phone :(954) 297-3884 Work Phone :(954) 497-2330	SODIUM CYANIDE (NA(CN)) [HYDROCYANIC ACID, SODIUM SALT]	100	"Steel Drum"/"Ambient pressure"/"Ambient temperature"/"Copper strike tank"/100(pounds)
27671	SAWGRASS MEMBRANE PLANT 777 SAWGRASS CORPORATE PARKWAY SUNRISE, FL 33325	Broward	11	Name: LES SANTISO Contact Type: Fac. Emergency Coordinator Email: LSANTISO@SUNRISEFL.GOV 24-hour Phone :954-845-1016 Work Phone :954-888-6000	Sulfuric Acid	656,776	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Plant"/12,500(gallons) "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Plant"/12,500(gallons) "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Plant"/12,500(gallons)
207	CITY OF POMPANO BEACH - WTP 1205 NORTHEAST 5th AVENUE POMPANO BEACH, FL 33060-5758	Broward	11	Name: Phil Hyer Contact Type: Fac. Emergency Coordinator Email: phil.hyer@copbfl.com 24-hour Phone :954-545-7006 Emergency Phone :954-545-7006	SULFURIC ACID	367,659	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"membrane building, room 115"/183,830(pounds) "Tank inside building"/"Ambient pressure"/"Ambient temperature"/"membrane building, room 115"/183,830(pounds)
5381	Peele Dixie Water Treatment Plant 1500 South State Road 7 Fort Lauderdale, FL 33317	Broward	11	Name: Cesar Alza Contact Type: Fac. Emergency Coordinator Email: calza@fortlauderdale.gov 24-hour Phone :305-409-3455 Work Phone :954-828-7865	Sulfuric Acid	167,609	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"Inside building"/167,609(pounds)

28245	NORTH SPRINGS IMPROVEMENT DISTRICT - WTP 9700 NORTHWEST 52 STREET CORAL SPRINGS, FL 33076-	Broward	11	Name: Rod Colon Contact Type: Fac. Emergency Coordinator Email: rodc@nsidfl.gov Work Phone :954-415-9799 24-hour Phone :954-752-0400	Sulfuric Acid	150,000	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Facility"/5,000(gallons)
36763	HAWKINS WATER TREATMENT GROUP - HOLLYWOOD 5705 DEWEY STREET HOLLYWOOD, FL 33023	Broward	11	Name: Chuck Pool Contact Type: Primary Email: Chuck.Pool@HawkinsInc.com Work Phone :800-330-1369 24-hour Phone :605-310-3325	Sulfuric Acid	111,932	"Tote bin"/"Ambient pressure"/"Ambient temperature"/"Inside Main Warehouse"/(pounds) "Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Main warehouse"/() "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Main Warehouse"/
10500	WHEELABRATOR SOUTH BROWARD 4400 SOUTH STATE ROAD 7 FORT LAUDERDALE, FL 33314	Broward	11	Name: DAVID JONES Contact Type: Tier II Emergency 24 Hour Contact Email: djones1@wtienergy.com Work Phone :9545816606 24-hour Phone :4107468308 Mobile - Cell Phone :4107468308	Sulfuric acid	79,791	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Storage tank outside (N end of boiler building) and 3% contained in phosphoric acid"/79,791(pounds)
8154	Pembroke Pines WWTP 13955 Pembroke Rd Pembroke Pines, FL 33027	Broward	11	Name: Victor Leon Contact Type: Fac. Emergency Coordinator Email: Victor.Leon@jacobs.com Emergency Phone :954-224-6564 24-hour Phone :754-260-4477 Work Phone :954-435-6721	Sulfuric Acid	71,357	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Neutralizer building"/5,500(gallons)
189	CITY OF COOPER CITY - WEST PLANT 11791 SOUTHWEST 49 STREET CITY OF COOPER CITY, FL 33330	Broward	11	Name: George Garba Contact Type: Fac. Emergency Coordinator Email: ggarba@coopercityfl.org Work Phone :954-434-5519 24-hour Phone :954-675-8140	Sulfuric acid	50,000	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"See site plan attached"/50,000(pounds)
7550	CITY OF DANIA - GARAGE AND WTP 1201 STIRLING ROAD DANIA, FL 33004	Broward	11	Name: Nathan Costa Contact Type: Fac. Emergency Coordinator Email: ncosta@daniabeachfl.gov Work Phone :954-924-6808 ext.3616 24-hour Phone :954-687-8605	Sulfuric Acid	49,800	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"outside storage tanks with secondary containment/west side of plant property"/49,800(pounds)
51051	UNFI - Pompano Warehouse 1141 SW 12th Avenue Pompano Beach, FL 33069	Broward	11	Name: Brian Sinclair Contact Type: Fac. Emergency Coordinator Email: Brian.R.Sinclair@unfi.com 24-hour Phone :954-263-5364 Work Phone :854-876-3237	SULFURIC ACID	46,000	"Other"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/(pounds) "Other"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/(pounds)
208	SPRINGTREE UTILITY COMPLEX 4350 SPRINGTREE DRIVE SUNRISE, FL 33351	Broward	11	Name: Roal Small Contact Type: Fac. Emergency Coordinator Email: rsmall@sunrisefl.gov Emergency Phone :(954) 572-2428 24-hour Phone :561-275-3061	Sulfuric Acid	29,367	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Plant"/2,241(gallons)
5347	JEFFREY ALLEN - FORT LAUDERDALE 2701 REESE ROAD DAVIE, FL 33314	Broward	11	Name: Berman Josh Contact Type: Tier II Emergency 24 Hour Contact Email: JOSH@jeffreyaleninc.com Tier II Emergency 24 Hour Contact Phone :813-220-4104 Work Phone :8002826256	Sulfuric acid	20,000	"Other"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/20,000(Pounds)

17882	Aramark Uniform and Career Apparel, LLC 2351 Blount Rd Pompano Beach, FL 33069	Broward	11	Name: Daniel Perez Contact Type: Fac. Emergency Coordinator Email: perez-daniel9@aramark.com 24-hour Phone :954-955-1003 Work Phone :3056813521	Sulfuric Acid	12,643	"Tank inside building"/"Greater than ambient pressure"/"Greater than ambient temperature"/"In the Waste Water area in the NE Corner of building"/4,214(pounds) "Tank inside building"/"Greater than ambient pressure"/"Greater than ambient temperature"/"WW ar
36017	HOST NET 3250 WEST COMMERCIAL BOULEVARD OAKLAND PARK, FL 33309	Broward	11	Name: daniel Host.net Contact Type: Fac. Emergency Coordinator Email: dcalderson@host.net 24-hour Phone :866-365-6246 Work Phone :561-869-3358	Sulfuric acid	7,680	"Other"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/7,680(pounds)
35855	WHOLE FOODS MARKET - DISTRIBUTION CENTER 2700 NW 19TH ST POMPANO BEACH, FL 33069	Broward	11	Name: Hassan Ahmed Contact Type: Fac. Emergency Coordinator Email: Hassan.ahmed@wholefoods.com Emergency Phone :954-609-7378 Mobile - Cell Phone :954-609-7378 Work Phone :954-876-5660 24-hour Phone :954-609-7378	Sulfuric acid	7,610	"Other"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/6,758(pounds)
41396	UniFirst Corporation 500 SW 13th Terrace Pompano Beach, FL 33069	Broward	11	Name: Mark Reece Contact Type: Fac. Emergency Coordinator Email: mark_reece@unifirst.com Work Phone :9547836369 24-hour Phone :9543092041	Sulfuric Acid	4,208	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"North East corner room"/3,130(pounds)
22653	Motorola Solutions - FL08 (Plantation) 8000 W Sunrise Blvd Plantation, FL 33322	Broward	11	Name: Mike Garcia Contact Type: Fac. Emergency Coordinator Email: mike.garcia@motorolasolutions.com Emergency Phone :5617194360 24-hour Phone :5617194360 Work Phone :9547238330	Sulfuric Acid	3,638	"Other"/"Ambient pressure"/"Ambient temperature"/"Electric Powered Industrial Vehicles"/514(pounds) "Other"/"Ambient pressure"/"Ambient temperature"/"UPS Systems throughout the facility"/3,020(pounds) "Other"/"Ambient pressure"/"Ambient temperature"/"Wast
29855	Cintas Corporation- Ft. Lauderdale 3050 SOUTHWEST 42 STREET Fort Lauderdale, FL 33312	Broward	11	Name: Marcus Cumbie Contact Type: Fac. Emergency Coordinator Email: CumbieM@cintas.com Work Phone :954-327-9400 24-hour Phone :561-445-1779	Sulfuric acid	3,533	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"Wastewater DAF Room"/3,533(pounds)
38111	K P C SOUTHERN INDUSTRIES INC 600 NORTHEAST 28 STREET POMPANO BEACH, FL 33064	Broward	11	Name: HECTOR SUAREZ Contact Type: Fac. Emergency Coordinator Email: Quality@KPCSouthern.com Work Phone :954-943-4022 24-hour Phone :754-234-7675	Sulfuric acid	2,960	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"T-6, N-7, T-14, N-20, A-6, A-8, WWT, CS"/() "Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"T-6, N-7, T-14, N-20, A-6, A-8, WWT, CS"/()
33884	EDWARD DON AND COMPANY - FLORIDA DC 11500 MIRAMAR PARKWAY - SUITE 600 MIRAMAR, FL 33025-5813	Broward	11	Name: Dean Esterline Contact Type: Tier II Emergency 24 Hour Contact Email: deanesterline@don.com Tier II Emergency 24 Hour Contact Phone :8007774366 Mobile - Cell Phone :9548689801	Sulfuric acid	2,844	"Other"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/2,844(Pounds)
23209	ALSCO - POMPANO BEACH 2631 NORTHWEST 17th LANE POMPANO, FL 33064	Broward	11	Name: BOB CALL Contact Type: Fac. Emergency Coordinator Email: rcall@alsco.com 24-hour Phone :850-607-5098 Work Phone :954-979-2600	SULFURIC ACID	2,475	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Mechanical Room "/2,475(pounds)

36476	ADIOS GOLF CLUB 7740 NORTHWEST 39 AVENUE POMPANO BEACH, FL 33073	Broward	11	Name: STEVE BERNARD Contact Type: Fac. Emergency Coordinator Email: sbgolf18@aol.com 112(r) 24 Hour Representative Phone :561-212-7526 Mobile - Cell Phone :(561) 212-7526	Sulfuric acid	2,371	"Other"/"Ambient pressure"/"Ambient temperature"/"Cart Shop in the lower level of the Clubhouse"/2,277(Pounds)
35082	878226 - JAYCEE PARK 4800 RIVERSIDE DRIVE CORAL SPRINGS, FL 33067	Broward	11	Name: DON SNYDER Contact Type: Fac. Emergency Coordinator Email: DON.SNYDER@CROWNCastle.COM 24-hour Phone :800-788-7011 Work Phone :724-416-2470	SULFURIC ACID	1,025	"Other"/"Ambient pressure"/"Ambient temperature"/"ENTIRE FACILITY"/1,025(pounds)
39510	TOD Water (System V) and Water Reclamation (System IV) Facility 7351 SW 30 St Davie, FL 33314	Broward	11	Name: Raul Sotelo Contact Type: Fac. Emergency Coordinator Email: Raul_Sotelo@davie-fl.gov Work Phone :954-327-3748 24-hour Phone :954-643-5683	Sulfuric Acid - 13,000 gal (2 TANKS: 6,500 gal/each)	195,130	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"CONFIDENTIAL- (2 TANKS: 6,500 gal/each)"/13,000(gallons)

**ATTACHMENT I
FINANCIAL INVOICE FORM
2021-2022 HAZARDS ANALYSIS GRANT AGREEMENT**

RECIPIENT:		AGREEMENT #:	
ADDRESS:			
PERIOD OF PERFORMANCE:		FEIN #:	

<u>DELIVERABLES & INVOICE AMOUNTS</u>				AMOUNT REQUESTED BY SUB-RECIPIENT	AMOUNT APPROVED BY FDEM
#	MINIMUM PERFORMANCE REQUIREMENTS	BUDGET AMOUNT PER DELIVERABLE			
1	No later than November 1, 2021, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and <i>must be approved before</i> invoice is submitted.	40% of HA Agreement Amount			
2	No later than March 1, 2022, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and <i>must be approved before</i> invoice is submitted.	40% of HA Agreement Amount			
3	No later than June 1, 2022, provide a complete correct copy of the <i>"approved"</i> CAMEO Data Manager file to the LEPC and FDEM with a copy of the transmittal letter. Upload the final <i>"approved"</i> CAMEO Data Manager zip file into SharePoint folder.	20% of HA Agreement Amount			
TOTAL AMOUNTS:					
					TO BE COMPLETED BY FDEM

**I certify to the best of my knowledge and belief the billed costs are in accordance with the
Terms and Conditions of the Hazards Analysis Agreement.**

_____ *Signature of Authorized Official* _____ *Date*

TOTAL HA GRANT AMOUNT:	_____
AMOUNT PREVIOUSLY PAID:	_____
AMOUNT PAYABLE THIS INVOICE:	_____
REMAINING BALANCE:	_____
GRANT MANAGER INITIALS:	_____

ATTACHMENT K
Hazards Analysis Site Visit (SV) Certification Form
2021-2022 Hazards Analysis Grant



FACILITY NAME

STREET ADDRESS, CITY & ZIP CODE

COUNTY

SERC ID #

NAME OF FACILITY REPRESENTATIVE

FACILITY REPRESENTATIVE SIGNATURE

DATE SIGNED

SITE VISIT PERFORMED BY

SITE VISIT DATE

SIGNATURE

The Individuals signing above certify that a Hazards Analysis Site Visit was conducted on the date listed above.

If a telephone update was conducted instead of site visit, please check the box.

NOTES

Check if facility representative was informed about using E-Plan for EPCRA Tier II on-line filing.

<https://erplan.net/eplan/login.htm>

ATTACHMENT L
Statement of Determination
(Check Only One)

Exempt from Reporting for Filing Year _____ <i>(Due to Chemicals Being Removed or Under Threshold for the Filing Year)</i>	Deregistration <i>(Facility Decommissioned)</i>
--	---

SITE INSPECTION DATE:

FACILITY NAME:	
PHYSICAL ADDRESS, CITY & ZIP:	
LEPC:	<div style="display: flex; justify-content: space-between;"> <div>COUNTY:</div> <div>SERC #</div> </div>

SECTIONS 302-303	Extremely Hazardous Substance(s) EHSs WERE present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). AS OF THIS DATE:			DATE
	EHSs WERE present on-site during the current filing year but ALL WERE REMOVED AS OF THIS DATE:			
	NO EHSs WERE present on-site during the current filing year. ALL EHSs WERE REMOVED AS OF THIS DATE:			
SECTIONS 311 - 312	Extremely Hazardous Substance(s) EHSs WERE present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). AS OF THIS DATE:			DATE
	EHSs WERE present on-site during the current filing year but ALL WERE REMOVED AS OF THIS DATE:			
	NO EHSs WERE present on-site during the current filing year. ALL EHSs WERE REMOVED AS OF THIS DATE:			
SECTION 313	Not within covered NAICS Codes.			
	Within covered NAICS Codes, but less than ten (10) employees.			
	Within covered NAICS Codes, but NO Section 313 chemicals WERE present on-site during the current filing year. ALL SECTION 313 CHEMICALS WERE REMOVED AS OF THIS DATE:			DATE
	Within covered NAICS Codes, and Section 13 chemicals WERE present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). AS OF THIS DATE:			DATE
OTHER	CLOSED FACILITY	CHEMICALS REMOVED	CHEMICALS BELOW ESTABLISHED TPQs	FACILITY CLOSED/CHEMICALS REMOVED BY DATE:
	YES NO	YES NO	YES NO	
	NEW FACILITY	DATE EHS(s) WERE ON-SITE:		
	YES NO	DATE EHS(s) EXCEEDED THE ESTABLISHED TPQ:		

<u>Further Explanation if Necessary:</u>

Certification: (Read and Sign After Completing All Applicable Sections)
--

<p style="text-align: center;">I certify under penalty of law that I have personally examined and am familiar with the information submitted on this page, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.</p>	
<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Printed Name of Owner/Operator OR Owner/Operator's Authorized Representative </div>	
<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Signature </div>	<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Date Signed </div>

<p>By signing this Form, I certify to the best of my knowledge and belief that the information reported is in accordance with the Terms and Conditions of the Hazards Analysis Agreement.</p>	
<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Signature of LEPC Coordinator/County Official or Authorized Representative </div>	
<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Date Signed </div>	

**ATTACHMENT M
CLOSE-OUT REPORT FORM**

2021-2022 HAZARDS ANALYSIS GRANT AGREEMENT

This form should be completed and submitted to the Division no later than sixty (60) days after termination date of the Agreement.

SUB-RECIPIENT: _____

ADDRESS: _____

GRANT # _____ **AGREEMENT AMT:** _____

For Each Deliverable, Enter the Award Amount from Attachment A - Budget and Scope of Work.

<i>COST CATEGORY</i>	<i>HA AGREEMENT DELIVERABLE AMOUNTS</i>	<i>DATE OR QUARTER COMPLETED</i>	<i>TOTAL AMOUNT PAID PER DELIVERABLE</i>
Deliverable 1			
Deliverable 2			
Deliverable 3			
<i>Total Deliverables Amount:</i>		<i>Total Paid for Completed Deliverables:</i>	

HA AGREEMENT AMOUNT:	
AMOUNT PREVIOUSLY PAID:	
UNUSED BALANCE:	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the Terms and Conditions of the State-Funded Hazards Analysis Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise as proscribed by law.

Printed Name & Title

Preparer Signature

Date Signed

Grant Manager Signature

Date Signed