

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, ACCEPTING AN AGREEMENT FROM THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE ANNUAL UPDATE OF THE STATE HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN; AND, AUTHORIZING THE CHAIRMAN OR IN THEIR ABSENCE THE VICE CHAIRMAN TO EXECUTE ALL APPROPRIATE DOCUMENTS.

**WHEREAS**, the State of Florida, Division of Emergency Management and the Board of County Commissioners of Manatee County recognize the significant threat that hazardous materials incidents poses to the residents and the environment of Manatee County; and

**WHEREAS**, safeguarding the lives and property of its residents is an innate responsibility of the governing body of each county in the State of Florida; and

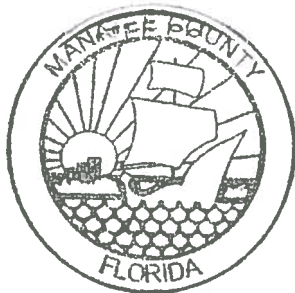
**WHEREAS**, the 1996 Legislature authorized funding to support county hazardous materials emergency planning through the State of Florida, Division of Emergency Management; and

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Manatee County, Florida, that:

1. A grant award from the State of Florida, Division of Emergency Management, for the period of July 1, 2018 through June 30, 2019 for the Hazards Analysis Contract in the amount of \$6,330.00, is hereby accepted.
2. The Chairman, or in their absence the Vice Chairman, is authorized to execute all appropriate documents with regards to the acceptance of the grant.

**ADOPTED** with a quorum present and voting on this 27<sup>th</sup> day of November, 2018

**BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**



By: *Doreen Inay*  
Chairman

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin Deth, DC*  
Deputy Clerk

RESOLUTION B-19-034  
AMENDING THE ANNUAL BUDGET  
FOR MANATEE COUNTY, FLORIDA  
FOR FISCAL YEAR 2018-2019

**WHEREAS,** Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

**NOW, THEREFORE,** BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2018-2019 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: PUBLIC SAFETY  
Fund: GRANTS > 7/03  
Description: Appropriates \$6,330 for the Hazardous Analysis grant for FY18-19 from the Florida Department of Emergency Management. The grant agreement is being presented to the Board along with this budget amendment.

Batch ID: CTB1318A/B

Reference: BU19000118

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 27th DAY OF November, 2018.

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

By: D. Pinallo  
Chairman

ATTEST: Angelina Colonnese  
Clerk of Circuit Court

By: Adam Patti, Jr.  
Deputy Clerk



**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 **Manatee 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 E. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

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

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

payment.

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

**Donna Ray**

**2555 Shumard Oak Boulevard**

**Tallahassee, FL 32399-2100**

**Telephone: 850-815-4314**

**Email: donna.ray@em.myflorida.com**

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

Steve Litschauer

P.O. Box 1000

Bradenton, Florida 3426-1000

Telephone: 941-749-3507

Email: [steve.litschauer@mymanatee.org](mailto:steve.litschauer@mymanatee.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 Scope of Work, Attachment B of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2018 and shall end on June 30, 2019, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

- a. This is a fixed-fee Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will 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 \$6,333.00.
- d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment C, which clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

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

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

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

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

**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](mailto: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 days after the Division has notified the Recipient of such non-compliance.

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

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

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

i. The Division of Emergency Management  
[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

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

i. 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 progress reports and a close-out report in accordance with Attachment C. These reports 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 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required 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 C.

(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 Deliverables and Performance 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 C to this Agreement, and reported in the quarterly report.



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

(13) LIABILITY

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

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

(14) DEFAULT

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

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

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

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

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

(15) REMEDIES

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

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

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

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

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

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

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

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

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

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

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

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

(16) TERMINATION.

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

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

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

#### (17) SUBCONTRACTS

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

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

- Attachment B – Scope of Work
- Attachment C – Deliverables and Performance
- Attachment D – 302 Facilities List
- Attachment E – Program Statutes and Regulations
- Attachment F – Financial Invoice Form
- Attachment G – Justification of Advance Payment
- Attachment H – Warranties and Representations
- Attachment I – Certification Regarding Debarment
- Attachment J – Statement of Assurances
- Attachment K – Hazard Analysis Checklist
- Attachment L – Hazard Analysis Site Visit Certification Form
- Attachment M – Statement of Determination
- Attachment N – 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 G. Attachment G 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 C 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 quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

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

(20) REPAYMENTS

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

Division of Emergency Management

Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), 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 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

i. 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.

j. 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.

k. 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 [Section 274A of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A 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.

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

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

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

o. 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.

p. 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 5 years from the date of purchase or the completion of the improvements or as further required by law.

q. The Division may, at its option, terminate the Agreement if the Recipient 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 J.



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

**RECIPIENT:**

**MANATEE COUNTY, a political subdivision of the State of Florida**  
By: its Board of County Commissioners

By: *Rosella Trace*  
Chairperson

Date: *November 27, 2018*



ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin Poth, DC*  
Deputy Clerk

FID# 59-6000727167

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

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANAGEMENT**

By: *Symon Peter Pappadakis BC*

Name and Title: Michael Kennett, Deputy Director (By authority from Division Director)

Date: *4 January 2019*

**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: **Hazardous Materials Planning & Prevention Program**

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

**\$ 6,333.00** (amount)

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. Hazards Analysis Contract Checklist and CAMEOfm Guide (Attachment K)
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>

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

**Attachment A**  
**Budget**

**Recipient:** Manatee County    **Agreement Number:** 19-CP-11-08-51-01-\_\_\_\_\_

1. First Payment (40% of contract amount) <i>(25% Hazards Analysis submitted and accepted)</i>	\$ <u>2,533.20</u>
2. Second Payment (40% of contract amount) <i>(25% Hazards Analysis submitted and accepted)</i>	\$ <u>2,533.20</u>
3. Final Payment (20% of contract amount) <i>(HA's approved, Notifications, zip files uploaded)</i>	\$ <u>1,263.60</u>
 TOTAL AMOUNT	 \$ <u>6,330.00</u>

## **Attachment B**

### **Scope of Work**

#### **Purpose**

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

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

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

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

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

## **Requirements**

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment D that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment D. The primary guidance documents are Attachment K (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; <https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment D facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's current **CAMEO*fm* version (download from):** <http://www.epa.gov/cameo/cameo-software>. Each facility hazards analysis shall include, but is not limited to, the following items:
1. Facility Information (**CAMEO*fm* Facility Page**)
    - (a) Enter the facility name (per Attachment D) in the Facility Name field.
    - (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
    - (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.
    - (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)
    - (e) Enter the Facility phone number in the Facility Phones tab field.
    - (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
    - (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
    - (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.
    - (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 follow-

up report submitted to the LEPC. If it is determined that a facility has not had an accident, that shall be noted.

## 2. Hazard Identification (**CAMEO<sub>fm</sub> Chemical in Inventory Page**)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.
- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (**this is the release amount used to determine the Vulnerable Zone**).
- (d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)

## 3. Vulnerability Analysis (**CAMEO<sub>fm</sub> Scenario Page**)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
- (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
- (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
  - (1) Gases – 10 minutes
  - (2) Powders or solids in solution – 10 minutes
  - (3) Liquids – No value shall be entered
- (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in CAMEO<sub>fm</sub> Chemicals)
- (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.
- (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page

(the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).

- (g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, *CAMEOfm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.
- (h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the *CAMEOfm* Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP))
- (i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape file has been loaded. If using this method upload the map data image to the *CAMEOfm* Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF))

D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analysis are conducted..

#### E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment D, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment L) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the *CAMEOfm* Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the *CAMEOfm* Facilities Page for each facility visited or contacted.**
  - (a) **On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.**

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

- F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

**REIMBURSEMENT CONDITIONS:**

Subject to the funding limitations of this Agreement, the Division shall reimburse 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 1 and 2 exceed 80% of the overall amount authorized by this Agreement unless all three 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, shall 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 files

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

**Attachment C**  
**Deliverables and Performance**

<b>Deliverable #</b>	<b>Deliverables</b>	<b>Minimum Performance</b>	<b>Price</b>	<b>Financial Consequences</b>
1	Not later than November 1, 2018 provide complete CAMEO files in compliance with Section C, Scope of Work, identify 25% of facilities in Attachment D. Include a report listing all facilities submitted with site visit dates and a certification signature stating all facilities were visited.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	40 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files.
2	Not later than March 1, 2019 provide complete CAMEO files in compliance with Section C, Scope of Work, identify 25% of facilities in Attachment D. Include a report listing all facilities submitted with site visit dates and a certification signature stating all facilities were visited.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	40 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files
3	Not later than May 15, 2019 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with notification transmittal. Notify first responders and Attachment D facilities of the availability of the file on EPlan. Provide DEM with transmittal and final approved cameo zip uploaded to SharePoint or the FTP portal.	1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment D facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division.	20% of the contract amount	Payment will not be made without required transmittal from notification letters/E-mails.

**Attachment D**  
**2018-2019 302 FACILITY LIST**

This is your counties entire 302 EHS (Extremely Hazardous Substances) list from EPlan, select 50% of the highest risk facilities to inspect this grant cycle. If you become aware know of a chemical facility, near a school, large residential apartment complex or other high-risk areas and put that facility on your list to inspect. Try to select your facilities that pose greater risk based upon the chemicals present, the amount, previous releases etc.

This year's 302 HA data was pulled from EPlan in June 2018. If you know of facilities that you believe still have chemicals from recent site visits or other historical data and should be reporting but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Also contact one of the FDEM staff listed below so that facility can be added to the Divisions potential Non-filer list. [Sam.Brackett@em.myflorida.com](mailto:Sam.Brackett@em.myflorida.com);  
[Robert.Dietrich@em.myflorida.com](mailto:Robert.Dietrich@em.myflorida.com)

- **Remember: Complete only 50% of your entire 302 EHS list this grant cycle.**
  - *Choose 25% of the 302 EHS facilities on this list for Deliverable 1*
  - *Choose 25% of the 302 EHS facilities on this list for Deliverable 2*

**PLEASE REFER TO ATTACHMENT SENT VIA EMAIL AND INSERT INTO  
AGREEMENT AS NECESSARY**

## **Attachment E**

### **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. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

**Attachment F**  
**Financial Invoice Form**  
**For**  
**Hazardous Materials Hazards Analysis Update**

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

ADDRESS: \_\_\_\_\_

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

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (40% of contract amount) (25% Hazards Analysis submitted)	\$ _____	\$ _____
2. Second Payment (40% of contract amount) (25% Hazards Analysis submitted)	\$ _____	\$ _____
3. Final Payment (20% of contract amount) (HA's approved, Notifications & zip file uploaded)	\$ _____	\$ _____
<b>TOTAL AMOUNT</b>	<b>\$ _____</b>	<b>\$ _____</b> (to be completed by the Division)

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

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

\_\_\_\_\_  
Date

Total amount	HA Update	Grant previously	amount: _____ paid:
Total amount payable	this invoice: _____		
Remaining balance: _____			
(To be completed by the Division)			

**Attachment G  
JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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

[ ]	<b>ADVANCE REQUESTED</b>
Advance payment of \$	_____ is
requested. Balance of	_____
payments will be made on a reimbursement	

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

**ESTIMATED EXPENSES**

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

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

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## **Attachment H**

### **Warranties and Representations**

#### Financial Management

Recipient's financial management system must include the following:

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

#### Competition

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

Codes of Conduct.

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

Business Hours

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

Licensing and Permitting

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



**Attachment I**

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

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
DEM Contract Number

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

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

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

\_\_\_\_\_  
Date

## **Attachment J**

### **Statement of Assurances**

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

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

## Attachment K Hazard Analysis Contract Checklist and CAMEOfm Guide

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

Attachment L



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

**HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM**

**PLEASE PRINT**

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

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

\_\_\_\_\_  
County

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

## Attachment M Statement of Determination

Facility Name		
Physical Address:		
LEPC:	County	SERC #

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

SECTION	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>302 / 303</b>	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
<b>311 / 312</b>	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
<b>313</b>	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N

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

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

**Further explanation if necessary** \_\_\_\_\_

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

Name of owner/operators authorized representative (printed): \_\_\_\_\_

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

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

**Attachment N  
Close Out Report  
DIVISION OF EMERGENCY MANAGEMENT  
Hazard Analysis Update Grant 2018-2019**

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

Sub-Recipient \_\_\_\_\_

Agreement No. \_\_\_\_\_

Address \_\_\_\_\_

Agreement Amount \_\_\_\_\_

City and State \_\_\_\_\_

Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Agreement Expenditures
1. Deliverable 1	
2. Deliverable 2	
3. Deliverable 3	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(Including final requested funds – Line 7) \_\_\_\_\_

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 Federal award. 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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

Signed \_\_\_\_\_  
Chief Financial Officer or Budget Director

Name & Title \_\_\_\_\_

Date \_\_\_\_\_

**FOR DEM USE:**

Signed \_\_\_\_\_  
DEM Grant Manager

Name & Title \_\_\_\_\_

## Attachment C – 2018-2019 302 EHS Facility List

Only Select 50% to Visit

SERC#	Facility Name/Address	County	LEPC	Contact Information	Chemical	MaxQty lbs	Storage/Pres/Temp/Type/Amount
49008	Frontier PALM AIRE RSU (FTR- 161-70322-24351) 5550 WHITFIELD AVE SARASOTA, FL 34243	Manatee	8	Gregory Bauer Gregory.Bauer@ftr.com 800-590-6605 ♦♦, 941-356-5612	LEAD ACID BATTERIES	16,998	"Floor"/"Ambient pressure"/"Ambient temperature"/270.0(pounds)
49004	Frontier EQUIPMENT (FTR- 161-70315-24241) 8405 US 301 PARRISH, FL 34219	Manatee	8	Jamie McElman james.mcelman@ftr.com 800-590-6605 ♦♦, 813-273-2499	LEAD ACID BATTERIES	16,998	"Floor 1"/"Ambient pressure"/"Ambient temperature"/16728.0(pounds)
46389	Crown Linen - Bradenton 6011 31st Street E. Bradenton, FL 34203	Manatee	8	Rusty Hammac hammac@crownlinden.net 321-662-3948, 407-888-3133	Ecolab Performance	11,840	"Eastern wall of building"/"Ambient pressure"/"Ambient temperature"/11840.0(pounds)
41501	Frontier PALMETTO CO (FTR- 161-70314-22132) 716 49TH ST E EXPERIMENTAL FARM RD PALMETTO, FL 34221	Manatee	8	Gregory Bauer Gregory.Bauer@ftr.com 800-590-6605 ♦♦, 941-356-5612	LEAD ACID BATTERIES	50,454	"Floor 1"/"Ambient pressure"/"Ambient temperature"/50184.0(pounds)
41500	Frontier PALMA SOLA CO (FTR- 161-70313-22134) 2508 75TH ST W BRADENTON, FL 34209	Manatee	8	Gregory Bauer Gregory.Bauer@ftr.com 800-590-6605 ♦♦, 941-356-5612	LEAD ACID BATTERIES	33,726	"Floor Ground"/"Ambient pressure"/"Ambient temperature"/270.0(pounds)
41489	Frontier MORGAN-JOHNSON RSU (FTR- 161-70277-23768) 815 57TH ST E BRADENTON, FL 34202	Manatee	8	Jamie McElman james.mcelman@ftr.com 800-590-6605 ♦♦, 813-273-2499	LEAD ACID BATTERIES	14,592	"Floor 1"/"Ambient pressure"/"Ambient temperature"/14592.0(pounds)
41451	Frontier BRADENTON MAIN CO (FTR- 161-70277-21772) 1017 W 4TH AVE BRADENTON, FL 34205	Manatee	8	Jamie McElman james.mcelman@ftr.com 800-590-6605 ♦♦, 813-273-2499	LEAD ACID BATTERIES	83,910	"Floor 1"/"Ambient pressure"/"Ambient temperature"/83640.0(pounds)
41450	Frontier BRADENTON BAY CO (FTR- 161-70276-21757) 5631 26TH ST W BRADENTON, FL 34207	Manatee	8	Gregory Bauer Gregory.Bauer@ftr.com 800-590-6605 ♦♦, 941-356-5612	LEAD ACID BATTERIES	83,910	"Floor 1"/"Ambient pressure"/"Ambient temperature"/83640.0(pounds)
38923	MCCLURE FARMS #1 40700 Ballard Rd. Myakka City, FL 34251	Manatee	8	Miles Dietz mdeitz@wct.ag 941-812-1024, 941-722-4545	(e)-crotonaldehyde	300	"On-site"/"Ambient pressure"/"Ambient temperature"/300.0()
38920	Batteries Plus #054 5947 Factory Shops Blvd Ellenton, FL 34222	Manatee	8	Steven Cooper steve.cooper@batteriesplus.net 941-737-0604, 941-737-0604	sulfuric acid	9,999	"near battery charging station"/"Ambient pressure"/"Ambient temperature"/2381.0(pounds)
38911	Batteries Plus #061 6240 14th St West Bradenton, FL 34207	Manatee	8	Steven Cooper steve.cooper@batteriesplus.net 941-737-0604, 941-737-0604	sulfuric acid	8,000	"Warehouse"/"Ambient pressure"/"Ambient temperature"/8000.0(pounds)

## Attachment C – 2018-2019 302 EHS Facility List

Only Select 50% to Visit

SERC#	Facility Name/Address	County	LEPC	Contact Information	Chemical	MaxQty lbs	Storage/Pres/Temp/Type/Amount
38794	AIRGAS USA, LLC. - Sarasota SO34 6735 33rd Street E Sarasota, FL 34243-4129	Manatee	8	Elizabeth Payne betsy.payne@airgas.com 7702060460, 7705906039	Nitrogen	19,754	"Cylinder storage area"/"Greater than ambient pressure"/"Ambient temperature"/10536.0(pounds)
38452	COX MEDIA GROUP TAMPA - MYAKKA CITY TRANSMITTER SITE 28350 GOPHER HILL ROAD MYAKKA CITY, FL 34251	Manatee	8	DYLAN SCOTT Dylan.Scott@CoxInc.com 727-743-7121, 727-579-2029	Sulfuric acid	1,963	"Entire Facility"/"Ambient pressure"/"Ambient temperature"/1963.0(Pounds)
38248	TARA GOLF AND COUNTRY CLUB 6602 DREWRY'S BLUFF BRADENTON, FL 34203	Manatee	8	TONY GREISING TGreising@TaraGCC.com 941-730-8289, 941-756-7775	Sulfuric Acid	4,417	"Clubhouse"/"Ambient pressure"/"Ambient temperature"/3395.0(pounds)
38177	Sunbelt Rentals PC #2247580 15TH ST ESARASOTA, FL 34243	Manatee	8	Todd Heidtmanpcm224@sunbeltrentals.com(813) 230-1340, (941) 351-1137	BATTERIES, [WET, FILLED WITH ACID]	12,980	"Batteries in rental equipment across the site"/"Ambient pressure"/"Ambient temperature"/12980.0(pounds)
38105	Terra Ceia Bay Country Club 2802 Terra Ceia Bay Blvd Palmetto, FL 34221	Manatee	8	Robert Chapman Robert@terraceiabcc.com 941-545-6731, 941-729-8029	Sulfuric Acid	1,655	"stored in the cart barn on the 1st level of the clubhouse"/"Ambient pressure"/"Ambient temperature"/1655.0(pounds)
38079	SARA BAY COUNTRY CLUB 7011 WILLOW STREET SARASOTA, FL 34243	Manatee	8	PAUL BARONE GM.SBCC@Verizon.net 941-889-9231, 941-889-9231	Sulfuric acid	2,850	"CART STORAGE BUILDING"/"Ambient pressure"/"Ambient temperature"/2850.0(pounds)
36567	Preserve Golf Club 7310 Tara Preserve Lane Bradenton, FL 34203	Manatee	8	Chad Preserve Golf Club GM2944@golftthepreserve.com 937-726-7566, 941-756-2944	sulfuric acid	9,999	"sealed batteries in golf carts"/"Ambient pressure"/"Ambient temperature"/1215.0(pounds)
36278	TALLEVAST REMEDIATION 1600 TALLEVAST ROAD SARASOTA, FL 34243	Manatee	8	DOUGLAS FOSTER FOSTERDE@CDMSMITH.COM 941-730-3772, 813-416-7253	Sulfuric Acid	1,534	"Chemical Storage Room"/"Ambient pressure"/"Ambient temperature"/1534.0(pounds)
36047	CONCESSION GOLF CLUB 7700 LINDRICK LANE BRADENTON, FL 34202	Manatee	8	Lorraine DiOrio ldiorio@concessiongolfclub.com (941) 932-2178, (941) 322-1922	Sulfuric acid	1,782	"sulfuric acid inside golf cart batteries inside the cart shop in the lower level of the clubhouse at 7700 lindrick land, bradenton, fl"/"Ambient pressure"/"Ambient temperature"/1782.0()
36020	LAKEWOOD RANCH GOLF AND COUNTRY CLUB 7650 LEGACY BOULEVARD BRADENTON, FL 34202	Manatee	8	Bryan McManis bryan.mcmanis@lakewoodranchgolf.com 941-448-9742, 941-448-9742	Sulfuric acid	4,249	"Cart Barn"/"Ambient pressure"/"Ambient temperature"/100.0(pounds)
34941	U.S. Postal Service Manasota P&DC 850 Tallevast Road Sarasota, FL 34260-9331	Manatee	8	Karen Walker karen.walker@usps.gov 941-359-5146, 941-359-5159	Sulfuric Acid	5,247	"Workroom"/"Ambient pressure"/"Ambient temperature"/583.0(pounds)



## Attachment C – 2018-2019 302 EHS Facility List

Only Select 50% to Visit

SERC#	Facility Name/Address	County	LEPC	Contact Information	Chemical	MaxQty lbs	Storage/Pres/Temp/Type/Amount
33838	THE HOME DEPOT STORE #6319 5475 UNIVERSITY PKWY UNIVERSITY PARK, FL 34201	Manatee	8	RYAN CLIBURN RYAN_G_CLIBURN@HOMEDEPOT.COM 407-430-7349, 407-430-7349	Sulfuric Acid	1,128	"BATTERIES: IN RECEIVING AND ON EQUIPMENT"/"Ambient pressure"/"Ambient temperature"/1128.0(pounds)
33363	Frontier LENA RSU (FTR- 161-70277-23766) 7502 HWY 64 E BRADENTON, FL 34202	Manatee	8	Gregory Bauer Gregory.Bauer@ftr.com 800-590-6605 ♦♦, 941-356-5612	LEAD ACID BATTERIES	14,568	"Floor"/"Ambient pressure"/"Ambient temperature"/7272.0(pounds)
32080	MOSAIC FERTILIZER - WINGATE CREEK MINE 1295 Duette Rd. Duette, FL 34219	Manatee	8	John Allen john.allen@mosaicco.com 8638601557, 1-941-322-6842	Sulfuric acid	98,000	"Tank in Reagent Tank Farm Located East of the Main Office Building"/"Ambient pressure"/"Ambient temperature"/()
32013	Flowers Baking Co. of Bradenton, LLC 6490 Parkland Drive Sarasota, FL 34243	Manatee	8	Gary Howard gary.howard@flocorp.com 941-780-2740, 941-758-5656	Sulfuric Acid	1,279	"Manlift and Forklift Batteries"/"Ambient pressure"/"Ambient temperature"/1279.0(pounds)
31421	BEALLS INC - OUTLET DC 2100 47 TERRACE AVENUE EAST BRADENTON, FL 34203	Manatee	8	GEORGE PASTUJOV GPastujov@BeallsInc.com 941-773-4889, 941-744-4647	Sulfuric acid	27,000	"Distribution Center"/"Ambient pressure"/"Ambient temperature"/27000.0(Pounds)
31344	Farm Op Inc - # 15 / Farm # L-3 22015 State Road 62 Duette, FL 34219	Manatee	8	Wesley B Roan Wesley.Roan@LipmanProduce.com 239-339-3360, 239-774-6936	Sulfuric Acid	17,400	"Stored at irrigation stations, see attached map"/"Ambient pressure"/"Ambient temperature"/()
30662	Sam's Club #8201 5300 30th STREET EAST Bradenton, FL 34203	Manatee	8	Alarm Central Walmart cassie.clark@walmart.com 479-204-3911,	Batteries Lead-Acid Batteries	24,784	"Electrical Room"/"Ambient pressure"/"Ambient temperature"/285.0(pounds)
24499	Farm Op Inc - # 15 / Farm # 3 10900 CR 39 Duette, FL 34219	Manatee	8	Wesley B Roan Wesley.Roan@LipmanProduce.com 239-339-3360, 239-774-6936	Sulfuric Acid	60,000	"Located at irrigation stations, see attached map"/"Ambient pressure"/"Ambient temperature"/()
23049	SYSCO WEST COAST FLORIDA INC.3000 69TH STREET EASTPALMETTO, FL 34221	Manatee	8	Kenneth EdmondsEdmonds.Kenneth@wcf.sysco.com941-737-5434, 941-737-5434	Sulfuric acid	23,614	"Batteries are kept in the dry side of the warehouse until they are used in the equipment."/"Ambient pressure"/"Ambient temperature"/23614.0(pounds)
18119	BEALLS INC - BDS DC 1806 38 AVENUE EAST BRADENTON, FL 34208-4708	Manatee	8	GEORGE PASTUJOV GPastujov@BeallsInc.com 941-773-4889, 941-744-4647	Sulfuric acid	15,000	"Entire Facility"/"Ambient pressure"/"Ambient temperature"/15000.0(Pounds)
17412	Battery USA Inc. 6620 19th St. E. Unit 112 Sarasota, FL 34243	Manatee	8	James Lawless jlawless@batteryusa.com 863-661-5512, 863-665-6317	Sulfuric Acid	16,400	"Warehouse"/"Ambient pressure"/"Ambient temperature"/16400.0(pounds)

**Attachment C – 2018-2019 302 EHS Facility List**

**Only Select 50% to Visit**

SERC#	Facility Name/Address	County	LEPC	Contact Information	Chemical	MaxQty lbs	Storage/Pres/Temp/Type/Amount
15510	HELENA CHEMICAL - PALMETTO 1408 20 AVENUE EAST PALMETTO, FL 34221	Manatee	8	Christina Cobb cobbc@helenachemical.com 941-201-7647, 941-722-3253	Paraquat dichloride [Gramoxone Inteon]	56,500	"pole barn"/"Ambient pressure"/"Ambient temperature"/24000.0(pounds)
14322	MCCLURE FARMS # 4 8471 KEENTOWN RD. BOWLING GREEN, FL 33834	Manatee	8	John Darling jdarling@wct.ag 941-228-4289, 941-722-4545	Paraquat dichloride [Gramoxone Inteon]	100	"On-Site"/"Ambient pressure"/"Ambient temperature"/()
14169	Farm Op Inc - # 15 / Farm # 5 6915 Bill Parish Road Duette, FL 34219	Manatee	8	Wesley B Roan Wesley.Roan@LipmanProduce.com 239-339-3360, 239-774-6936	Sulfuric Acid	29,000	"Various pump stations, see attached map"/"Ambient pressure"/"Ambient temperature"/()
13717	Frontier ANNA MARIA CENTRAL OFFICE (FTR- 161- 70269-21715) 5102 GULF DR HOLMES BEACH, FL 34216	Manatee	8	Jamie McElman james.mcelman@ftr.com 800-590-6605 ♦♦, 813-273-2499	LEAD ACID BATTERIES	16,998	"Floor 1"/"Ambient pressure"/"Ambient temperature"/16728.0(pounds)
13475	Thatcher Chemical of Florida 2905 Inland Transport Street Palmetto, FL 34221	Manatee	8	Jose Torres jose.torres@tchem.com 3869565230, 3869565230	SULFURIC ACID 93%	499,999	"Outside Warehouse"/"Ambient pressure"/"Ambient temperature"/150000.0(pounds)
12014	Manatee County Water Treatment Plant 17915 Waterline Road Bradenton, FL 34212	Manatee	8	Kathryn Quilty kathryn.quilty@mymanatee.org 941-759-3782, 941-746-3020	Ammonia (anhydrous)	10,000	"In two chemical storage tanks on the south side of plant between A and B basin"/"Greater than ambient pressure"/"Ambient temperature"/10000.0(pounds)
11342	FLORIDA POWER AND LIGHT - MANATEE POWER PLANT 19050 STATE ROAD 62 PARRISH, FL 34219	Manatee	8	Adam Richardson Adam.Richardson@FPL.com 941-776-5200, 941-776-5265	Ammonia (anhydrous)	83,154	"West of B combustion turbine"/"Greater than ambient pressure"/"Ambient temperature"/0.0()
9710	Frontier MYAKKA CITY C O & M/W (FTR- 161-70307- 22078) 10520 LEBANON ST MYAKKA CITY, FL 34251	Manatee	8	Jamie McElman james.mcelman@ftr.com 800-590-6605 ♦♦, 813-273-2499	LEAD ACID BATTERIES	19,518	"Floor 1"/"Ambient pressure"/"Ambient temperature"/19248.0(pounds)
6784	City of Bradenton Water Plant 5600 Natalie Way Bradenton, FL 34203	Manatee	8	Charles Newberry charles.newberry@cityofbradenton.com 940-920-7837, 941-704-7265	Sulfuric Acid	166,531	"East side of Treatment Plant"/"Ambient pressure"/"Ambient temperature"/83281.0(pounds)
3571	Crop Production Services 1009 12120 US Highway 301 North Parrish, FL 34219-8658	Manatee	8	Kevin Erwin kevin.erwin@cpsagu.com 941-404-0461, 941-776-3238	Lannate LV	2,630	"Stored in chemical warehouse."/"Ambient pressure"/"Ambient temperature"/0.0()

**Attachment C – 2018-2019 302 EHS Facility List**

**Only Select 50% to Visit**

SERC#	Facility Name/Address	County	LEPC	Contact Information	Chemical	MaxQty lbs	Storage/Pres/Temp/Type/Amount
3569	TROPICANA MANUFACTURING - BRADENTON 1001 13TH AVENUE EAST BRADENTON, FL 34208-2656	Manatee	8	Anna Witherspoon Anna.Witherspoon@pepsico.com 610-306-3046, 941-742-3464	Anhydrous Ammonia	281,846	"Plant Wide / Main Facility Gate Entrance (Plant Grid X-32)"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/281426.0(pounds)
3536	TriEst Ag Group, Inc. - Palmetto, FL 7610 US Hwy 41 North Palmetto, FL 34221	Manatee	8	Larry Jeffries ljeffries@triestag.com 941 650-8464, 941 722-5587	Methyl Bromide	149,883	"Cylinder Storage Area on Facility"/"Greater than ambient pressure"/"Ambient temperature"/50000.0(pounds)
3211	Farm Op Inc - # 15 / Farm # 112955 Country Road 39Duette, FL 34219	Manatee	8	Larry Moss larry.moss@lipmanproduce.com 941-737-1164, 941-776-1387	Sulfuric Acid	13,770	"Stored at irrigation station, see attached map"/"Ambient pressure"/"Ambient temperature"/()
2168	Safran Electrical & Power USA, LLC 2250 WHITFIELD AVENUE EAST SARASOTA, FL 34243-9703	Manatee	8	Janelle Bronaugh janelle.bronaugh@safrangroup.com 314-374-0900, 941-751-7110	Sulfuric acid	1,239	"General Work Area in Tarn-Off Silver Cleaner"/"Ambient pressure"/"Ambient temperature"/0.0(pounds)
543	Frontier BRADEN WOODS RSU (FTR- 161-70277-23770) 9100 E 58TH DR S BRADENTON, FL 34206	Manatee	8	Jamie McElman james.mcelman@ftr.com 800-590-6605 ♦♦, 813-273-2499	LEAD ACID BATTERIES	17,064	"Floor 1"/"Ambient pressure"/"Ambient temperature"/5688.0(pounds)
384	SUN HYDRAULICS 701 701 TALLEVAST ROAD SARASOTA, FL 34243-3257	Manatee	8	James Bryington jimb@sunhydraulics.com 941-773-3018, 941-362-1200	Ammonia (anhydrous)	600	"entire facility"/"Greater than ambient pressure"/"Ambient temperature"/600.0(pounds)



STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

RICK SCOTT  
Governor

WESLEY MAUL  
Director

January 7, 2019

Mr. Steve Litschauer  
Manatee County  
Post Office Box 1000  
Bradenton, Florida 34206

**Certified Mail-Return Receipt Requested**

**RE: Agreement Number -(HA) 19-CP-11-08-51-01-255**

Dear Mr. Litschauer:

Enclosed is the fully executed agreement between Manatee County and the Florida Division of Emergency Management, executed on January 4, 2019. Under Section (2) (c), Contact, of this agreement you have been identified as the recipient's representative responsible for the administration of this agreement. It is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda McWhorter".

Linda McWhorter  
Preparedness Bureau Chief

LM/dr

Enclosures

November 27, 2018 - Regular Meeting  
Agenda Item #55

Approved in Open Session 11/27/18  
Manatee County  
Board of County Commissioners

Subject

Hazard Analysis Grant Agreement

Briefings

None

Contact and/or Presenter Information

Steve Litschauer, Acting Emergency Management Chief  
941-749-3507

Action Requested

Adoption of Resolution R-18-187 accepting the agreement from the State of Florida, Division of Emergency Management for funds in the amount of \$6,330.00, with no match required, and authorizing the Chairman, or in their absence the Vice Chairman, to execute all related documents; and adoption of Resolution B-19-034 amending the annual budget for Manatee County, Florida, for Fiscal Year 2018-2019.

Enabling/Regulating Authority

- Federal, Emergency Planning and Community Right-to-Know Act of 1986, also known as Title III of the Superfund Amendments and Reauthorization Act (SASA), which includes: 1. Sections 301-303 emergency planning; 2. Section 304 emergency release notification; 3. Sections 311-312 community right-to-know reporting; and 4. Section 313 toxic chemical release reporting.
- Florida Statutes 252 Part 11 (ss. 252.81 - 252.90), Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988
- Florida Administrative Code 9G-6 and 9G-7, Review of local plans

Background Discussion

- The Public Safety Department of Manatee County has been tasked with updating and maintaining the County's Hazardous Materials Hazards Analysis Update.
- The original Manatee County Hazardous Materials Analysis was submitted February 16, 1989, and is updated annually in accordance with rule 9G-6 and 9G-7, Florida Administrative Code revised in 1996.
- The Hazardous Materials State Plan is concerned with response to incidents involving hazardous materials releases or spills. This element outlines response for specific facilities for specific chemicals.
- The Hazardous Materials State Plan shall provide a detailed description of the process by which local government protects the public from the health effects associated with a release or spill of hazardous materials.
- The plan should address those specific "extremely hazardous substances" designated by the Federal Environmental Protection Agency which are present within the jurisdiction in quantities above the "threshold planning quantity."
- The funding and guidelines to compile this information and produce the plan are allocated through the State of Florida, Division of Emergency Management, which provides for contracts in the amount of

\$6,330.00 from July 1, 2018, through June 30, 2019.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Zamboni

Also sent to: D. Bassett, L. Stephens, J. Moree 11/29/18 RT

Instructions to Board Records

Please return two signed original contracts to Candace Kelly, Emergency Management (ext. 1667), and copies of signed resolutions to Candace Kelly, Emergency Management at [candy.kelly@mymanatee.org](mailto:candy.kelly@mymanatee.org).

Please email a copy of Budget Resolution B-19-034 to [budget@mymanatee.org](mailto:budget@mymanatee.org).

Cost and Funds Source Account Number and Name

State Funding \$6,330.00 1739007622 Hazardous Mat Emergency Resp Plan FY18/19

Amount and Frequency of Recurring Costs

None

Attachment: [Response Memo to CAO Matter No. 2018-0539.pdf](#)

Attachment: [R-18-187 Hazard Analysis Resolution.pdf](#)

Attachment: [2018 Hazard Analysis State-Funded Grant Agreement Manatee Updated.pdf](#)

Attachment: [B-19-034 Haz Mat Analysis Grant FY18-19.pdf](#)



## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
William E. Clague, Chief Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney

### MEMORANDUM

DATE: November 8, 2018

TO: Steve Litschauer, Emergency Management Operations Manager, Public Safety Department  
Cassidy Rickrode, Senior Administrative Specialist, Public Safety Department

THROUGH: Mitchell O. Palmer, County Attorney *b.p. 11-09-18*

FROM: Katharine M. Zamboni, Assistant County Attorney *KMZ*

RE: **2018-2019 Hazard Analysis Grant Agreement  
Request for Legal Services; CAO Matter No. 2018-0539**

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#### Issue Presented:

The Public Safety Department requested legal review of a draft State-Funded Grant Agreement (Agreement Number 19-CP-11-08-51-01-XXX) between Manatee County and the State of Florida, Division of Emergency Management (the "Division").

#### Brief Answer:

I have reviewed the Agreement, as revised by the Division, dated November 8, 2018, and find it to be legally sufficient. Because there were no specific legal issues raised in the Request for Legal Services, I have limited my review to identifying legal issues that could give rise to a claim or case against the County. I express no opinion as to the business judgment of entering into the Agreement.

#### Discussion:

The Emergency Planning and Community Right-to-Know Act ("EPCRA"), also known as Title III of the Superfund Amendments and Reauthorization Act ("SARA"), requires hazardous chemical emergency planning by Federal, State and local governments. The Division is the lead

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law

state agency responsible for oversight and coordination of the local planning efforts. Grant awards may be used by local emergency planning committees (“LEPC”) to develop, prepare, revise, exercise, review, implement, and administer their chemical emergency response and preparedness plan(s). Every county in Florida performs a hazards analysis, which is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA. Funding provided by the EPCRA is available to the counties to reimburse them for performing the hazards analysis.

On October 30, 2018, I emailed comments and suggested revisions to the initial draft Agreement to Jason Lear, Assistant Legal Counsel to the Division. As a result of my email to the Division’s attorney, the Division incorporated the requested revisions. On November 8, 2018, the Division provided the County a revised Agreement.

Please note that the County will need to complete the contact information for the County’s representative in paragraph (2)c, which is currently blank. In addition, the previously provided facility list needs to be included with Attachment D before the Agreement is presented to the Board of County Commissioners for approval.

Additionally, I offer the following comments for your consideration:

1. **Paragraph (10). AUDITS.** Because this Agreement is a grant of federal money provided through the State, there are extensive State and federal recordkeeping and audit requirements, specifically, the federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, OMB Circular A-133, the Florida Single Audit Act, Section 215.97, Florida Statutes, and Chapter 10.550 (Local Government Entities) of the Rules of the Auditor General. I recommend that the Department confirms that it understands and is capable of complying with these requirements.
2. **Paragraph (17). SUBCONTRACTS.** This paragraph requires the County to provide a copy of any subcontract to the Division for its review and approval before execution. In addition, the County must provide quarterly reports on the progress of a subcontractor’s work and a written statement to the Division as to whether a subcontractor is a minority enterprise. I recommend that the Department confirms that it understands and will comply with these requirements.
3. **Paragraph (21)b. MANDATED CONDITIONS.** This paragraph provides that the venue for any actions arising out of this Agreement will be in the circuit court of Leon County. While this Office generally counsels against agreeing to venue outside of Manatee County, based on past experiences with this grant agreement, the Division will not agree to change the venue to Manatee County.
4. **Paragraph (22). LOBBYING PROHIBITION.** This paragraph requires the County to promise that no funds or resources received under the Agreement will be used for



lobbying. I recommend that the Department confirms that it understands and will comply with these restrictions.

5. **Attachment J. Statement of Assurances.** Paragraph 1 of Attachment J requires the County to assure and certify that it will comply the Hatch Act, 5 U.S.C. § 1501, et seq., which limits political activities of certain employees, whose principal employment is in connection with an activity financed by the grant agreement. The Department should identify if any County employees are subject to the Hatch Act as a result of this Agreement and ensure those employees, if any, are fully informed on the restrictions that pertain to them, namely: (1) using one's official authority or influence to affect the result of an election or nomination for office; (2) coercing or attempting to coerce others to contribute anything of value to a party, person, organization or agency for political reasons; and (3) running as a candidate in a partisan election.

**Conclusion:**

The State-Funded Grant Agreement (Agreement Number 19-CP-11-08-51-01-XXX), revised as of November 8, 2018, is legally sufficient and consistent with the County's Grant Administration Policy and Grant Processing Procedures. I trust this response has adequately addressed your question. This concludes my response to this Request for Legal Services. Should you have any further questions or if I can be of further assistance, please do not hesitate to contact this office.

KMZ

Enclosure

Copies to: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Cheri Coryea, Deputy County Administrator  
Robert Smith, Director, Public Safety Department  
Candy Kelly, Administrative Specialist, Public Safety Department