AGREEMENT

Between Leon County Florida and

Florida State University

September, 2004

AGREEMENT BETWEEN

LEON COUNTY, FLORIDA
AND
FLORIDA STATE UNIVERSITY

THIS AGREEMENT entered into the 14th day of September, 2004 by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and THE FLORIDA STATE UNIVERSITY, for and on behalf of its Board of Trustees, and their successors and assigns, hereinafter referred to as the "University," through its Center for Biomedical & Toxicological Research and Hazardous Waste Management hereinafter referred to as the "Center".

WHEREAS, the County is desirous of utilizing the services of the University for assistance in developing its Hazardous Materials Emergency Response Plan according to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE I

STATEMENT OF WORK, DELIVERY SCHEDULE PAYMENT PROVISIONS AND CONTRACT PRICE

A. Statement of Work.

The University shall perform in accordance with reasonable professional standards and carry out in a satisfactory and proper manner as determined by the County, certain technical and professional services and obligations in accordance with the work plan set forth in Exhibit A attached hereto. This exhibit is hereby adopted by reference and made a part of this agreement.

B. Delivery Schedule.

The services to be performed by the University shall begin on the date of execution of this contract and end on March 1, 2005. The final report for the Hazards Evaluation shall be completed in a manner that will allow time for approval by the County and FDCA prior to the FDCA deadlines of November 1, 2004 (50% of the completed hazards evaluations) and February 1, 2005 (remaining 50% of hazard evaluations completed). The period February 2, 2005 through March 1, 2005 shall be for the purpose of assisting County GIS staff in transferring, installing and implementing the updated information into the County system. The parties agree that the total compensation to be paid by the County shall be a fixed fee of $7,095 (43 sites at $165.00 each). This sum shall be paid in one installment upon receipt of invoice from the University on March 1, 2004. FSU will provide to the County, one (1) hard copy of the analysis output and one (1) electronic copy of the same information in CAMEO format.

ARTICLE II

TERMINATION

A. TERMINATION.

(1) Termination or Suspension of Payments of Contract for Cause:

If, through any cause, the University shall fail to fulfill in timely and proper manner its obligation under this contract, or if it shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract or suspend payment in whole or part by giving written notice to the University of such termination or suspension of payment and specifying the effective date thereof, at least five days before the effective date of such termination or suspension. If payments are withheld the County shall specify in writing the actions that must be taken by the University as a condition precedent to resumption of payments and shall specify a reasonable date for compliance.

(2) Termination for Convenience:

Either party may terminate this contract at any time by giving at least thirty (30) days notice in writing to the other party.

(3) Result of Termination:

In the event that the contract is terminated as set forth above, all finished or unfinished documents and other data studied, surveys or other materials shall become the property of the County. In the event that the contract is terminated, the University will be paid for all costs incurred including noncancelable obligations through the date of termination.

ARTICLE III

EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Opportunity.

During the performance of this contract, the University agrees as follows:

(1) The University will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The University will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The University agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The University will, in all solicitations or advertisements for employees placed by or on behalf of the University, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The University will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the University's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The University will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The University will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the University's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the University may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The University will include the provisions of paragraph (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 202 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The University will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the University becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the University may request the United States to enter such litigation to protect the interests of the United States.

ARTICLE IV

ACCESS TO RECORDS

Examination of Records.

The University agrees that the County or any of its duly authorized representatives shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the University, involving transactions relating to this contract.

ARTICLE V

ADMINISTRATION

A. Contract Administrator.

The Director of the Division of Emergency Management shall be designated as the contract administrator for the purpose of acting as the County's representative with respect to questions regarding this contract. The Contract Administrator shall have authority to transmit instructions, receive information and communicate the County's policies to the University. He shall also examine all reports and other documents presented by the University and render in writing any decision pertaining thereto within a reasonable time so as not to delay the University. The Contract Administrator shall provide the University ready access to all data, files, reports or other information in possession of the County or readily available to it in order to fulfill the purpose of this agreement.

B. Review of Work Product.

All services shall be performed by the University to the satisfaction of the County or its authorized representative.

C. Changes.

The County may, from time to time, require changes in the scope of the services of the University to be performed hereunder. Such changes, including any increase or

decrease in the amount of the University compensation which are mutually agreed upon by and between the County and the University shall be incorporated by written amendments to this agreement. In addition, the parties agree that the County may, by written direction to the University, realign the levels of effort among the various tasks to be performed or increase or decrease the level of effort required for any particular task in order to obtain the degrees of emphasis for each task which best serve the interests of the County provided, however, that the sum provided for in Article I shall not be exceeded in any realignment of tasks.

D. Agreement with the Department of Community Affairs.

The University agrees to abide by the terms and conditions of the agreements entered into by the County and the Department of Community Affairs incorporated herein as Exhibit B.

E. Liability Clause.

Each party hereto agrees that it shall be solely responsible for the wrongful (and/or negligent) acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

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

LEON COUNTY, FLORIDA

By: _____
Jane Sauls, Chairman
Board of County Commissioners

Date: _____

FEID: 59-6000708

THE FLORIDA STATE UNIVERSITY,
For and on behalf of its Board of Trustees
and their successors and assigns

BY: _____
Kirby W. Kemper
Vice President for Research

Date: _____

Attest:
Bob Inzer
Clerk of the Court
Leon County, Florida

By: _____

Approved as to form:
Leon County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT A

Scope of Work

Scope of Work

Evaluation of SARA Title III Notifiers in Leon County and Development of Hazard Evaluation for Each Facility per Requirements of the Florida Department of Community Affairs

September, 2004

Scope of Work

Background Information

Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) established requirements for state and local governments, and industry regarding emergency planning and community right-to-know reporting for hazardous materials, including toxic chemicals. The Florida Hazardous Materials Emergency Response and Community Right-to-Know Act was enacted in order to assist the state in complying with the requirements of Title III of the SARA. Under previous contractual arrangements with Leon County, the Center for Biomedical & Toxicological and Hazardous Waste Management (CBTR) at Florida State University (FSU) completed the initial Hazardous Materials Emergency Management Plan (Plan) for the County in 1988. In 1991, 1993, 1995, 1997, 1999, 2001, 2002 and 2003 the CBTR made revisions to the Plan consistent with the requirements of the Florida Department of Community Affairs (FDCA). The plan was developed in a format that allowed it to be integrated with other county plans by the District 2 Local Emergency Planning Committee and the FDCA. Through the FDCA, Leon County is receiving funding to update the plan in 2004-2005. Several components of this update to the Plan are to be conducted by the CBTR at FSU.

Methodology and Scope of Work

The initial Leon County Hazardous Materials Emergency Management Plan was developed in accord with guidelines from the following sources:

- the requirements of the FDCA;
- the Technical Guidance for Hazards Analysis (U.S. Environmental Protection Agency);
- the Hazardous Materials Emergency Planning Guide (National Response Team or NRT-1); and
- the Demonstration Plan prepared by the FDCA and Palm Beach County, Florida.

As was the case with the previous revisions to the Plan, the proposed 2004-2005 update of this plan will be made in close cooperation with the Director of the Leon County Office of Emergency Management (LCEM) in order that the data collected during facility inspections can be integrated into the Geographic Information System operated by the County. In addition, the completion of the hazard evaluations for the SARA Title III notifiers in the County also will require close cooperation with the LCEM Director. The primary objective of the proposed work involves a review of current SARA Title III notifiers in Leon County and an update of the hazard evaluations for the Plan. An additional objective of the proposed work will be the creation of CAMEO data files for each notifier.

The project tasks to be completed by FSU to update the existing Leon County Hazardous Materials Emergency Management Plan are the following:

Task 1: Review the current list of SARA Title III facility notifiers in Leon County as provided by the Florida Department of Community Affairs (FDCA). The list will be reviewed to determine if all notifiers are appropriate according to existing regulations.

Task 2: Contact all SARA Title III facility notifiers in Leon County and conduct facility site visits. Collect data from each facility contact for use in conducting a hazards evaluation for that facility based on types and quantities of regulated materials, which are managed at the facility. Submit site plan maps for the current list of facility notifiers. During the site visits date stamped digital photos will be taken of each facility.

Task 3: Conduct the necessary hazards evaluations and update existing databases for each SARA Title III facility notifier in Leon County. The hazards evaluations will be performed using the air model as provided in the CAMEO software package. CAMEO database information for existing notifiers will be confirmed and/or updated. In addition, all new notifies will be entered by FSU into a CAMEO database for use in future evaluations.

Task 4: Provide all appropriate facility information to Leon County in the form of CAMEO data files.

Task 5: Provide the results of Tasks 1-4 including facility-specific evaluations to the Director of the Leon County Office of Emergency

Management for use in producing Hazards Evaluation summary maps for each site/chemical combination.

Task 6: Review the draft maps prior to submission to FDCA.

Task 7: Provide guidance to Leon County Office of Emergency Management concerning the integration of CAMEO databases into existing GIS systems and developing a system for future updating of the Hazard Analysis maps.

Personnel Qualifications

The personnel at the CBTR at FSU, under the Direction of Dr. Roy C. Herndon, have extensive experience in the areas of hazardous waste management, hazardous materials management, and emergency response. Dr. Christopher M. Teaf and Dr. J. Michael Kuperberg, Associate Directors of the CBTR, will serve as Co-Principal Investigators for the project. The CBTR has conducted related projects for the County and other agencies including: the Leon County Hazardous Materials Emergency Management Plan (1988); the Leon County Solid Waste Management Plan; the Leon County Local Government Hazardous Waste Management Assessment; the Leon County Small Quantity Hazardous Waste Generator Notification Program; assistance with the Leon County Amnesty Days Program; as well as research and technical assistance projects for state and federal agencies pertaining to hazardous materials management, hazardous waste management, and emergency response issues.

Project Budget

This project is to be completed under a fixed price contract between FSU and Leon County for the amount of $7,095.00, at a calculated rate of $165.00/facility for 43 SARA Title III facility notifiers in Leon County.

Category	*Amount*
Personnel	$4,500.00
Fringe Benefits	1,475.00
Communications/Shipping	350.00
Transportation	420.00

Supplies/Copying	350.00
Total Direct Costs	$7,095.00
Total Project Costs	$7,095.00

Project Timeline

The project will be conducted to meet the November 1, 2004 and February 1, 2005 deadlines for submission of draft Hazard Analyses to FDCA as per the 2004-2005 FDCA contract to Leon County. The project will continue to March 1, 2005 in order to assist County GIS staff in transferring, installing and implementing the updated information into the county system.

EXHIBIT B

Agreement Between Leon County and the Florida Department of Community Affairs

Contract Number: 05CP-11-02-47-01-000

CSFA Number: 52.023

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Leon County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

(1) SCOPE OF WORK.

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

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2004 and shall end June 30, 2005 unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS.

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

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

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

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars ($15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING.

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

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

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

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

(b) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work and Schedule of Payments - Attachment B - and all other applicable laws and regulations.

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

(6) REPORTS.

(a) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Compensation and Financial Reporting Requirements (Attachment A) and the Scope of Work and Schedule of Payments (Attachment B).

(b) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachments A and B to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Florida Statutes (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

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

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under Attachment A (Compensation and Financial Reporting Requirements) and Attachment B (Scope of Work and Schedule of Payments) attached hereto.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

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

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

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

(d) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(e) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(f) The Department may terminate this Agreement at any time if the Recipient refuses to fulfill any of its obligations under this Agreement. Prior to termination, the department shall provide thirty (30) calendar days prior written notice of its intent to terminate pursuant to this provision and shall provide the Recipient an opportunity to consult with the Department regarding the reason(s) for termination.

(g) The Department may terminate this Agreement for its convenience by providing the Recipient with thirty (30) calendar days prior written notice.

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

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the Recipient's contact person. The Recipient is required to provide the name of a contact person and contact information as provided for in Attachment B, Section 1 (Scope of Work), Task 1.

(b) In the event that a different contact person, address or telephone number is designated by the Recipient after execution of this Agreement, notice to the Department is required within 30 days and shall include the new contact's name, address, telephone number and E-mail address.

The representative of the Department responsible for administration of this agreement is:

Mr. Timothy Date
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@dca.state.fl.us

(11) OTHER PROVISIONS.

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

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

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(12) AUDIT REQUIREMENTS.

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

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

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

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., and in the event that the Recipient expends a total amount of State financial assistance equal to or in excess of $300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in paragraph 12(d) above, the Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a reporting package as defined by §215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat, is not required. In the event that the Recipient expends less than $300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of §215.97, Fla. Stat, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

(e) Report Submission

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

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

3. Copies of financial reporting packages required under this Paragraph 12 shall be submitted by or on behalf of the Recipient directly to each of the following:

13

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

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

And

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

The Auditor General's Office at the following address:

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

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

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

(f) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

(h) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(i) The Recipient shall have all audits completed in accordance with § 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a

public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department 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.

(14) TERMS AND CONDITIONS.

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

(15) ATTACHMENTS.

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

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

(c) This Agreement has the following attachments:
Exhibit 1 - Funding Sources
Attachment A - Compensation and Financial Reporting Requirements
Attachment B - Scope of Work and Schedule of Payments
Attachment C - County Facilities Listing
Attachment D - Financial Invoice
Attachment E – Warranties and Representations

(16) FUNDING/CONSIDERATION.

(a) This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to $11,265.00. Payment will be made in accordance with the provisions of Attachment A (Compensation and Financial Reporting Requirements). An invoice shall be submitted with each deliverable which is in detail sufficient for a proper pre-audit and post-audit thereof.

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

(17) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

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

(b) 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.

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

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

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

(18) STATE LOBBYING PROHIBITION.

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

(19) COPYRIGHT, PATENT AND TRADEMARK.

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

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

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

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

(20) LEGAL AUTHORIZATION.

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

(21) VENDOR PAYMENTS.

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

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

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

RECIPIENT: LEON COUNTY, FLORIDA

BY: Jane G. Sauls DATE: 8/3/04
Jane Sauls, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: John Stott, Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

BY: Herbert W.A. Thiele, Esq.
County Attorney

FEID# 59-6000708

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

Signature 9/8/04 Date

W. Craig Fugate, Director, Division of Emergency Management

Typed Name of Signatory and Title

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Department of Community Affairs, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of $11,265.00.

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

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

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

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Attachment A

COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

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

B. Of the facilities listed on Attachment C, fifty (50) percent of the completed hazards analyses, shall be received by the Department not later than November 1, 2004 and the final fifty (50) percent of the completed hazards analyses shall be received by the Department not later than February 1, 2005 except that later dates may be agreed upon in writing by both parties to this Agreement. Absent any extenuating circumstances, and except as otherwise provided in this Agreement work submitted after February 1, 2005 will not be accepted, reviewed or compensated. The Department will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.

C. Each request for payment shall be initiated by the Department upon receipt of an acceptable Financial Invoice (Attachment D) that is supported by a product that meets the requirements of this Agreement. The Recipient's authorized official shall sign the Financial Invoice. The Recipient shall submit a Financial Invoice for payment that is commensurate with the percentage of hazards analyses submitted. The payment of the percentages of the fixed fee amount will be made on a performance basis in accordance with the percentage of work tasks submitted, except that the final 25 percent will not be released until the final work product is completed, submitted, and determined to be acceptable by the Department. Upon acceptance of the Hazards Analysis by the Department, an accepted copy of the hazards analyses shall be sent to the applicable Local Emergency Planning Committee and notification shall be made to all Section 302 facilities (for which a hazards analysis was conducted) and response agencies that the hazards analysis information is available upon request.

D. In the event that the Recipient submits less than fifty (50) percent of the completed hazards analyses on November 1, 2004 or less than the final fifty (50) percent of the completed hazards on February 1, 2005, then the payment due may be reduced by an amount commensurate with the number of omitted hazards analyses and the number of days late, if any.

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

End Attachment A

Attachment B

SCOPE OF WORK AND SCHEDULE OF PAYMENTS

PURPOSE

Submission of completed hazards analyses that comply with the hazardous materials site-specific hazards analysis criteria outlined in this Attachment. The primary guidance document is the "Technical Guidance for Hazards Analysis." All hazards analyses shall be consistent with the provisions of this document. Any variation from the procedures outlined in this document must be requested in writing by certified mail, return receipt requested and approved by the Department.

I. SCOPE OF WORK

TASK 1: Coordination of Activities

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

A. Submit to the Department by August 15, 2004 the Recipient's contact person's name, address, telephone number, E-mail address and the name of the software utilized to develop the hazards analyses.

B. Submit to the Department by August 15, 2004 one completed sample hazards analysis for review of consistency with the established planning criteria.

C. Within the period of the Agreement, participation in a technical assistance training session provided by the Department. The Department reserves the right to waive this requirement.

D. Within the period of the Agreement, submit a list of facilities believed to have present Extremely Hazardous Substances (EHSs) as designated by the Environmental Protection Agency (EPA) in quantities at or above the Threshold Planning Quantity (TPQ), but have not reported to the State Emergency Response Commission (SERC).

E. Upon Department approval of the completed hazards analyses, notify response agencies within the District of the availability of the hazards analyses update information and make that information available upon request.

F. Upon Department approval of the completed hazards analyses, notify Section 302 facilities of the availability of the hazards analysis update information and make that information available upon request.

G. Upon Department approval of the completed hazards analyses, provide a copy of the approved hazards analyses update to the applicable Local Emergency Planning Committee.

H. Ensure that the Hazards Analysis information is reflected in the county Local Mitigation Strategy.

TASK 2: Review and Update of Hazards Analyses

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

1. Facility Information

   a. Facility name and address

      Provide both physical address (no Post Office Box) and mailing address, if different. Identify any discrepancies regarding facility name and/or address compared to the Attachment C listing.

   b. Facility Identification

      SERC Code and geographic coordinates (latitude and longitude).

   c. Facility Emergency Coordinator

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

   d. Transportation Routes

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

   e. Evacuation Routes

      Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone (VZ).

   f. Historical Accident Record

      Describe any past releases or incidents that have occurred at each facility. Include date, time, chemical name, quantity and number of persons injured or killed (This information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification

   a. Chemical identities

      Provide proper chemical name, CAS number and natural physical state of each EHS present at the facility at any given time according to exhibit C of the Technical Guidance for Hazards Analysis.

   b. Maximum quantity on-site

      Express in exact pounds (not range codes) the maximum quantity of each EHS the facility would have on-site at any given time.

c. Amount in largest container or interconnected containers

Express in pounds the amount of each EHS stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

d. Type and design of storage container or vessel

Indicate the storage method of each EHS, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

e. Nature of the hazard

Describe the type of hazard most likely to accompany a spill or release of each EHS, i.e., fire, explosion.

3. Vulnerability Analysis

a. Extent of the Vulnerable Zone

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

b. Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time.

c. Critical Facilities

Identify each critical facility and each facility's maximum expected occupancy, within each VZ, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.).

d. Estimated Exposed Population

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

4. Risk Analysis

a. Probability of release

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

b. Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur. 13

c. Severity of consequences of damage to property

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

d. Severity of consequences of environmental exposure

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

B. Identify those facilities in Attachment C for which a hazards analysis was not submitted. Supporting documentation must be provided with a list to account for the facilities for which a hazards analysis was not completed. In addition to the SERC Code Identification, supporting documentation should indicate:

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

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

3. Facility does not have EHSs on-site or EHSs are below TPQ. These facilities require:

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

b. A letter from the facility representative fully explaining why the EHSs are not now present at or above TPQ and a date when the EHSs were removed from the facility.

TASK 3: <u>On-Site Visits</u>

A. Conduct a detailed on-site visit for all of the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis (Task 2).

B. Submit a compact disk or diskette with a high resolution and date stamped digital image of the EHS(s) on site at all applicable facilities listed on Attachment C. The recipient may expend funds from this grant to purchase a digital camera with the capability to perform the requirements listed above when a comparable camera is not available. An alternate verifiable format may be approved by the Department upon request.

C. Submit a site plan map with the SERC code number and in sufficient detail to identify:

1. Location of major building(s)

2. Location and identification of EHS container(s)

3. Location of major street(s) and entrance(s)

4. North arrow and scale, if determined, or not to scale

D. Provide the date of the on-site visit.

TASK 4: Submission, Distribution and Notification of the Approved Hazards Analyses

A. Upon Department approval of all required hazards analyses, one (1) copy of each approved hazards analysis (hard copy and/or electronic format) shall be submitted to the Department. A complete copy of each approved hazards analysis shall be sent to the Local Emergency Planning Committee and a copy of the transmittal letter shall be submitted to the Department.

B. Upon Department approval of all required hazards analyses, notify all facilities (for which a hazards analysis was required) and response agencies of the availability of the hazards analyses information and submit proof of said notification to the Department.

II. SCHEDULE OF PAYMENTS

A. The first payment of fifteen (15) percent of the fixed fee amount is payable upon receipt of an acceptable financial invoice (Attachment D), receipt of the Recipient's contact person's name, address, telephone number, E-mail address, name of software utilized to develop the hazards analyses and receipt of one completed sample hazards analysis due on or before August 15, 2004.

B. A second payment of thirty (30) percent of the fixed fee amount is payable upon receipt of an acceptable financial invoice (Attachment D) and the completed hazards analyses due on or before November 1, 2004. A third payment of thirty (30) percent of the fixed fee amount is payable upon receipt of an acceptable financial invoice (Attachment D) and the completed hazards analyses due on or before February 1, 2005. If less than the required amount of hazards analyses are submitted on the due dates, payments may be made on a performance basis that is commensurable with the percentage of hazards analyses submitted. Absent any extenuating circumstances, and except as otherwise provided in this Agreement, work submitted after February 1, 2005 will not be accepted, reviewed or compensated. The Department will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.

C. A final payment equal to Twenty-five (25) percent of the fixed fee amount may be released upon receipt of an acceptable financial invoice (Attachment D) and upon Department approval of all required hazards analyses.

End Attachment B

ATTACHMENT C - LEON COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
2 7600	CITY OF TALLAHASSEE - WELL 01 402 EAST GAINES STREET TALLAHASSEE FL 32304	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7602	CITY OF TALLAHASSEE - WELL 02 AND WELL 04 1110 NORTH GILCHRIST STREET TALLAHASSEE FL 32304	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7601	CITY OF TALLAHASSEE - WELL 03 914 MEYERS PARK DRIVE TALLAHASSEE FL 32304	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7604	CITY OF TALLAHASSEE - WELL 06 540 WEST FOURTH AVENUE TALLAHASSEE FL 32303	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7605	CITY OF TALLAHASSEE - WELL 07 410 WEST FOURTH AVENUE TALLAHASSEE FL 32304	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7606	CITY OF TALLAHASSEE - WELL 08 405 EAST BRADFORD ROAD TALLAHASSEE FL 32303	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7607	CITY OF TALLAHASSEE - WELL 09 225 WEST VIRGINIA STREET TALLAHASSEE FL 32301	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7610	CITY OF TALLAHASSEE - WELL 12 2114 SOUTH COUNTRY CLUB DRIVE TALLAHASSEE FL 32310	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7613	CITY OF TALLAHASSEE - WELL 16 2789 RAYMOND DIEHL ROAD TALLAHASSEE FL 32308	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
2 7614	CITY OF TALLAHASSEE - WELL 17 3201 APALACHEE PARKWAY TALLAHASSEE FL 32311	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7616	CITY OF TALLAHASSEE - WELL 19 3701 FRED GEORGE ROAD TALLAHASSEE FL 32303	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7617	CITY OF TALLAHASSEE - WELL 20 2709 VICTOR HUGO DRIVE TALLAHASSEE FL 32308	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7618	CITY OF TALLAHASSEE - WELL 21 6512 1/2 EAST MAHAN DRIVE TALLAHASSEE FL 32308	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7619	CITY OF TALLAHASSEE - WELL 22 4845 LIMOGES DRIVE TALLAHASSEE FL 32308	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7620	CITY OF TALLAHASSEE - WELL 23 1968 MISSION ROAD TALLAHASSEE FL 32303	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 20489	CITY OF TALLAHASSEE - WELL 25 703 SPANISH MOSS DRIVE TALLAHASSEE FL 32304-	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 20490	CITY OF TALLAHASSEE - WELL 26 2640 OLD BAINBRIDGE ROAD TALLAHASSEE FL 32304-	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 15233	CITY OF TALLAHASSEE - WELL 27 1343 EAST ORANGE AVENUE TALLAHASSEE FL 32301-	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 15234	CITY OF TALLAHASSEE - WELL 29 7587 BRADFORDVILLE ROAD TALLAHASSEE FL 32308-	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
2 7622	CITY OF TALLAHASSEE - WELL 33 1861 BROWNING ROAD WOODVILLE FL 32362	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 7623	CITY OF TALLAHASSEE - WELL 34 9147 DUGGAR ROAD WOODVILLE FL 32362	CITY OF TALLAHASSEE - ENVIRONMENT AFFAIR 300 SOUTH ADAMS STREET TALLAHASSEE FL 32301-	JANE CLARK 850-891-1247
2 28967	GLOBAL CROSSING - TALLAHASSEE 1346 SOUTH ADAMS STREET TALLAHASSEE FL 32308-	GLOBAL CROSSING NORTH AMERICAN NETWORKS 200 PARK AVENUE, PO BOX 680 FLORHAM PARK NJ 07932	STEVE GREEN 850-212-2520
2 1574	NATIONAL SERVICE INDUSTRIES - NATIONAL LINEN SERVICE379 2118 LAKE BRADFORD ROAD TALLAHASSEE FL 32304-	NATIONAL SERVICE INDUSTRIES 1420 PEACHTREE STREET NE - MAIL STOP 736 ATLANTA GA 30309-	GENE HARRIS 850-576-3131
2 29589	QWEST COMMUNICATIONS - TALLAHASSEE TI 603 WEST GAINES STREET TALLAHASSEE FL 33204	QWEST COMMUNICATIONS 1801 CALIFORNIA ST., SUITE 1160 DENVER CO 80202	UNICALL 866-864-2255
2 29089	SEARS AUTO CENTER - 6225 1500 APPALACHEE PARKWAY TALLAHASSEE FL 32301-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD, A2-238A HOFFMAN ESTATES IL 60179-	KATHLEEN FLAHERTY 850-671-6228
2 13735	TALQUIN ELECTRIC - BRADFORDVILLE WELL BRADFORDVILLE ROAD TALLAHASSEE FL 32308-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1638	TALQUIN ELECTRIC - FOREST PARK WELL SANDHILL ROAD AT SANDLEWOOD DRIVE NORTH WOODVILLE FL 32362-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1627	TALQUIN ELECTRIC - HARWOOD WELL SWATTS ROAD AT OLD BAINBRIDGE ROAD TALLAHASSEE FL 32303-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1622	TALQUIN ELECTRIC - HEARTWOOD HILLS WELL HEARTWOOD HILLS BOULEVARD NEAR BAUM ROAD TALLAHASSEE FL 32311-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
2 13734	TALQUIN ELECTRIC - HOMESTEAD RIDGE WELL ALMANAC ROAD NEAR ARCADIA AVENUE TALLAHASSEE FL 32308-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1636	TALQUIN ELECTRIC - KILLEARN LAKES WELL 1 THORNHILL LANE OFF BARROW HILL TRAIL TALLAHASSEE FL 32312-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 24580	TALQUIN ELECTRIC - KILLEARN LAKES WELL 2 9902 DEERLAKE WEST NEAR MIDDLE SCHOOL TALLAHASSEE FL 32308-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1651	TALQUIN ELECTRIC - KILLEARN LAKES WELL 3 8307 PEGWOOD WAY OFF DEERLAKE SOUTH TALLAHASSEE FL 32312-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1647	TALQUIN ELECTRIC - KILLEARN LAKES WWTP DEERLAKE EAST NEAR BLUE QUILL LANE TALLAHASSEE FL 32312-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 13750	TALQUIN ELECTRIC - KIPER WATER WELL WILDER ROAD NEAR HOUSTON ROAD TALLAHASSEE FL 32304-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 28269	TALQUIN ELECTRIC - LAKE JACKSON SYSTEMS T4 WELL PORTAL DRIVE AND WOODLANE CIRCLE TALLAHASSEE FL 32303-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1637	TALQUIN ELECTRIC - LAKEWOOD VILLAGE WELL 5018 STONELER ROAD - OFF CAPITAL CIRCLE TALLAHASSEE FL 32303-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1641	TALQUIN ELECTRIC - LAKEWOOD VILLAGE WWTP TOWER ROAD OFF CAPITAL CIRCLE TALLAHASSEE FL 32303-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 13733	TALQUIN ELECTRIC - OAK FAIR FARMS WELL 2428 LAKEFAIR DRIVE NEAR OAKFAIR DRIVE TALLAHASSEE FL 32308-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
2 1625	TALQUIN ELECTRIC - SOUTHERN PINES WELL WILDFLOWER ROAD OFF US HIGHWAY 319 WOODVILLE FL 32362-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 1643	TALQUIN ELECTRIC - STONEGATE WELL 3006 STONEGATE ROAD NEAR WINDY HILL LANE TALLAHASSEE FL 32308-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 13736	TALQUIN ELECTRIC - TOWERS WELL 2 SUE PAGE LANE AT FRANKIE LANE DRIVE TALLAHASSEE FL 32304-	TALQUIN ELECTRIC COOPERATIVE POST OFFICE BOX 1679 QUINCY FL 32353-1679	NEIL GRAY 850-562-2115
2 28613	WILTEL COMMUNICATIONS - TLHSFL1W 1416 SOUTH ADAMS STREET TALLAHASSEE FL 32301-432	WILTEL COMMUNICATIONS ONE TECHNOLOGY CENTER - TC9/214K TULSA OK 74103	CHRIS KLINGMAN 918-547-8902

Attachment D
FINANCIAL INVOICE
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: LEON COUNTY AGREEMENT #_____

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DEPARTMENT
1. Contact and Sample (15% Max.)	$_____	$_____
2. Hazards Analyses (30% Max.) (50% completed/submitted)	$_____	$_____
3. Hazards Analyses (30% Max.) (50% completed/submitted)	$_____	$_____
4. Final Work Product Completed (25%)	$_____	$_____
TOTAL AMOUNT	$_____	$_____
		(To be completed by the Department)

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

_____ _____
Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $_____

AUTHORIZED BY _____

(To be completed by the Department)

13

Attachment E

Warranties and Representations

Financial Management

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

(1) Accurate, current and complete disclosure of the financial results of this project or program in accordance with Paragraph (7) and Paragraph (12) of this Agreement.

(2) If applicable, records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) If applicable, written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) If applicable, written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

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

Codes of conduct.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or

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

Business Hours

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

Licensing and Permitting

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

End Attachment E