

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. **20040858**

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman to execute an agreement with the Florida Department of Community Affairs. The agreement provides \$10,776.00 in funding to support the maintenance of a federally mandated Hazardous Material Emergency Response Plan. Also, Approve Budget Amendment Resolution in the All-Hazard Fund for \$10,776.00.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: Allows the County to accept funding to support maintenance of the Lee County Hazardous Material Emergency Response Plan.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

C7C

3. MEETING DATE:

08-03-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Emergency Management*
- C. DIVISION *Public Safety*
- BY: John D. Wilson, Director *JDW*

7. BACKGROUND:

In 1986, Congress passed the Superfund Amendments and Re-authorization Act, Title III, Emergency Planning and Community Right-To-Know Act. This Act established requirements for developing emergency plans for hazardous and toxic chemicals.

In July, 1988, Florida Legislation authorized the Florida Department of Community Affairs to collect fees from private facility owners and operators to comply with the federal requirements. A portion of these generated fees supports county efforts to maintain emergency plan requirements.

The Florida Department of Community Affairs has allocated \$10,776.00 through this agreement to help Lee County maintain its Hazardous Material Emergency Plan. State statutes require approval of this funding by the Board before expenses can be applied against the allocation.

Funds are available in Account #12076018200.503190

Revenues: 12076018200.334200.9001

Attachment 1-Agreement (3 Copies)

Attachment 2-Budget Amendment Resolution

8. MANAGEMENT RECOMMENDATIONS: Management is in support of request.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	
<i>[Signature]</i>	<i>[Signature]</i>	NIA		<i>[Signature]</i>	<i>[Signature]</i> 7/2/04	<i>[Signature]</i> 7/6/04	<i>[Signature]</i> 7/6/04	<i>[Signature]</i> 7/2/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/2/04*
Time: *11:35*
Forwarded To: *[Signature]*

RECEIVED BY
COUNTY ADMIN: *PM*
7/2/04
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7-7-04
[Signature]

RESOLUTION

Amending the Fund 18200 All Hazards Fund budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 18200 All Hazards Fund budget for \$10,776 of the grant revenues and an appropriation of a like amount into expense accounts and;

WHEREAS, the Fund 18200 All Hazards Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$4,863,328
Additions		
12076018200.334200.9001	Hazardous Materials Response Plan Grant	\$10,776
Amended Total Estimated Revenues		\$4,874,104

APPROPRIATIONS

Prior Total:		\$4,863,328
Additions		
12076018200.503190	Other Professional Services	\$10,776
Amended Total Appropriations		\$4,874,104

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 18200 All Hazards Fund budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YB
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 05CP-11-09-46-01-000
- 2. Title of Grant: Hazardous material Emergency Response Plan
- 3. Amount of Award: \$ 10,776.00
- 4. Amount of Match Required: \$ No Match Required
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input type="checkbox"/> CFDA #	STATE <input checked="" type="checkbox"/> CSFA # <u>52.023</u>
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7. Agency Contract Number:

8. Contract Period:	Begin Date: <u>7-1-2004</u>	End Date: <u>6-30-2005</u>
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9. Name of Subrecipient(s)

Louetta Muller

10. Business Unit(s):

12076018200.334200.9001

11. Scope of Grant: (describe project).

Funds to support Lee County to maintain Hazardous Materials Emergency Plans.

12. Has this Grant been Funded Before? YES NO If YES When? 2003

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year	<u>10,000</u>	2 nd Year		3 rd Year
4 th Year		5 th Year		

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: John D. Wilson, Director
- 2. Contacts:

Program Mgr. <u>David Saniter</u>	Phone #: <u>477-3601</u>
Fiscal Mgr. <u>Patti Hojnacki</u>	Phone #: <u>344-5407</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: State of Florida, Dept. of Community Affairs
- 2. Program Title/Division: Division of Emergency Management
- 3. Agency Contact: Timothy Tate
- 4. Phone Number: 850-410-1272
- 5. Mailing Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

SOURCE OF FUNDS

- 1. Original Funding Source:
(name of agency where funding originated from) _____
- 2. Pass Through Agency:
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT-- -then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency). _____
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: Subgrantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

Contract Number: 05CP-11-09-46-01-000

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 Lee 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:

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 \$10,776.00. 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: LEE COUNTY

Signature

Date

Typed Name of Signatory and Title

FEID# _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

Signature

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 \$10,776.00.

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

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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.

- c. Severity of consequences of damage to property

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

- d. Severity of consequences of environmental exposure

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

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

1. Facility has closed or is no longer in business.
2. Facility is not physically located in the County (indicate appropriate County location, if known).
3. Facility does not have EHSs on-site or EHSs are below TPQ. These facilities require:
 - a. A Statement of Determination from the facility representative for the previous reporting year; or
 - b. A letter from the facility representative fully explaining why the EHSs are not now present at or above TPQ and a date when the EHSs were removed from the facility.

TASK 3: On-Site Visits

- A. Conduct a detailed on-site visit 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 - LEE COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9 2397	AGRO DISTRIBUTION - PROSOURCE ONE---2397 2804 HANSON STREET FORT MYERS FL 33916	AGRO DISTRIBUTION LLC 4094 PAUL BUCHMAN HIGHWAY PLANT CITY FL 33565-	JOSEPH F DIERSING 239-334-8186
9 28229	ALLTEL FLORIDA - FORT MYERS MTSO 2609 DORA STREET FORT MYERS FL 33901-	ALLTEL FLORIDA 914 VISTA DRIVE DALTON GA 30721	TODD LANGEL 813-630-6190
9 5360	AMELIOS ICE 2511 PALM AVENUE FORT MYERS FL 33916	BENIAN INCORPORATED 2511 PALM AVENUE FORT MYERS FL 33916	EMELIO LARRINZ 239-334-8695
9 7922	BONITA BAY PROPERTIES - BONITA BAY GOLF MAINTENANCE 25551 COUNTRY CLUB DRIVE BONITA SPRINGS FL 34134	BONITA BAY PROPERTIES 9990 COCONUT ROAD BONITA SPRINGS FL 34135-	HAL AKINS 239-495-0073
9 15000	BONITA SPRINGS UTILITIES---15000 25051 TAMIAMI TRAIL BONITA SPRINGS FL 34134	BONITA SPRINGS UTILITIES 11860 EAST TERRY STREET BONITA SPRINGS FL 34135-6127	MEL FISHER 239-992-0711
9 2090	BONITA SPRINGS UTILITIES---2090 11860 EAST TERRY STREET BONITA SPRINGS FL 34135	BONITA SPRINGS UTILITIES 11860 EAST TERRY STREET BONITA SPRINGS FL 34135-6127	MEL FISHER 239-992-0711
9 2104	CITRUS PARK RV RESORT 25501 TROST BOULEVARD SOUTHEAST BONITA SPRINGS FL 34135	CITRUS PARK TROST INTERNATIONAL 25501 TROST BOULEVARD SOUTHEAST BONITA SPRINGS FL 34135-	ANDREAS KETTERL 239-992-3030
9 31080	COSTCO WHOLESALE #351 7171 CYPRESS LAKE DRIVE FORT MYERS FL 33907	COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE ISSAQUAH WA 98027	ROBERT PANARELLI 239-415-3806
9 30849	DAVIS SUPPLY - FORT MEYERS 12011 AMEDICUS LANE UNIT 5 FORT MEYERS FL 33907	DAVIS SUPPLY POST OFFICE BOX 60095 FORT MYERS FL 33906-6096	JAMES H DAVIS 239-931-6700

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9 2200	GASPARILLA ISLAND WATER ASSOCIATION - SUB STATION 1700 EAST RAILROAD AVENUE BOCA GRANDE FL 33921	GASPARILLA ISLAND WATER ASSOCIATION POST OFFICE BOX 310 BOCA GRANDE FL 33921	BONNIE K. PRINGLE 941-964-2423
9 2201	GASPARILLA ISLAND WATER ASSOCIATION - WWTP EAST END OF 7 STREET BOCA GRANDE FL 33921	GASPARILLA ISLAND WATER ASSOCIATION POST OFFICE BOX 310 BOCA GRANDE FL 33921	BONNIE PRINGLE 941-964-2423
9 31351	GOLF TURF APPLICATIONS - CYPRESS LAKES COUNTRY CLUB 6767 WINKLER BOULEVARD FORT MYERS FL 33919	GOLF TURF APPLICATIONS 2333 RIVER REACH DRIVE NAPLES FL 34104-	RICHARD MCCOY 239-643-5677
9 20752	GREATER PINE ISLAND WATER - WTP 5281 PINE ISLAND ROAD BOKEELIA FL 33922	GREATER PINE ISLAND WATER 5281 PINE ISLAND ROAD BOKEELIA FL 33922	WILLIAM J. THACHER 941-283-1071
9 2216	GULF ENVIRONMENTAL SERVICES - SAN CARLOS WTP 18513 BARTOW BOULEVARD FORT MYERS FL 33912	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	HENRY BARROSO 239-267-8228
9 2217	GULF ENVIRONMENTAL SERVICES - THREE OAKS WWTP 18521 THREE OAKS PARKWAY FORT MYERS FL 33912	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	JAMES MCPHILLIPS 239-267-0387
9 9499	HEINZ FROZEN FOOD 5521 DIVISION DRIVE FORT MYERS FL 33905-	HEINZ FROZEN FOOD 5521 DIVISION DRIVE FORT MYERS FL 33905-	MICHAEL CLOUTIER 239-693-4480
9 15729	HERONS GLEN COUNTRY CLUB 2250 AVENIDA DEL VERA FORT MYERS FL 33917-	COOLIDGE FORT MYERS REALTY, L P 2250 AVENIDA DEL VERA FORT MYERS FL 33917-	BILL BANATHER 239-543-6517
9 2288	LEE COUNTY UTILITIES - CORKSCREW WATER PLANT 16101 ALICO ROAD ESTERO FL 33928-	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	HENRY BARROSO 239-267-8228
9 22029	MANLEY FARMS - BONITA FARM 16490 EAST BONITA BEACH ROAD BONITA SPRINGS FL 34135-801	MANLEY FARMS 14200 EAST BONITA BEACH ROAD BONITA SPRINGS FL 34135-	RONALD W. ROSE 239-495-9800

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9 2332	MUNTERS 108 SIXTH STREET SOUTHEAST FORT MYERS FL 33907-159	MUNTERS POST OFFICE BOX 6428 FORT MYERS FL 33911	IAN CAMERO 239-936-1555
9 13472	PACIFIC TOMATO GROWERS---13472 16450 SOUTH TAMiami TRAIL FORT MYERS FL 33908-	PACIFIC TOMATO GROWERS POST OFFICE BOX 866 PALMETTO FL 34220-	CLYDE HOLLAND 941-432-6886
9 30980	PELICAN'S NEST GOLF CLUB 4450 PELICAN'S NEST DRIVE BONITA SPRINGS FL 34134	PELICAN'S NEST GOLF CLUB 4450 PELICAN'S NEST DRIVE BONITAL SPRINGS FL 34134	ROBERET S. VOLPE 239-597-9475
9 30896	RESOURCE CONSERVATION SYSTEMS - ELEMENTARY WAY ELEMENTARY WAY BONITA SPRINGS F 34135	RESOURCE CONSERVATION SYSTEMS 25300 BERNWOOD DRIVE UNIT 7 BONITA SPRINGS FL 34135	RICK GUYTON 239-267-8629
9 30893	RESOURCE CONSERVATION SYSTEMS - HIGHLANDS WOODS 9000 HIGHLAND WOODS BOULEVARD BONITA SPRINGS FL 34135	RESOURCE CONSERVATION SYSTEMS 25300 BERNWOOD DRIVE UNIT 7 BONITA SPRINGS FL 34135	RICK GUYTON 239-267-8629
9 31172	RESOURCE CONSERVATION SYSTEMS - SHADOW CREEK 6890 SHADOW CREEK BOULEVARD FORT MYERS FL 33908	RESOURCE CONSERVATION SYSTEMS 25300 BERNWOOD DRIVE UNIT 7 BONITA SPRINGS FL 34135	RICK GUYTON 239-267-8629
9 2088	RESOURCE CONSERVATION SYSTEMS - SOUTH BAY 26910 SOUTH BAY DRIVE BONITA SPRINGS FL 34135	RESOURCE CONSERVATION SYSTEMS 25300 BERNWOOD DRIVE UNIT 7 BONITA SPRINGS FL 34135	RICK GUYTON 239-267-8629
9 30894	RESOURCE CONSERVATION SYSTEMS - SPRING RUN 9300 SPRING RUN BOULEVARD ESTERO FL 33928	RESOURCE CONSERVATION SYSTEMS 25300 BERNWOOD DRIVE UNIT 7 BONITA SPRINGS FL 34135	RICK GUYTON 239-267-8629
9 30895	RESOURCE CONSERVATION SYSTEMS - COUNTRY CLUB COUNTRY CLUB DRIVE BONITA SPRINGS FL 34135	RESOURCE CONSERVATION SYSTEMS 25300 BERNWOOD DRIVE UNIT 7 BONITA SPRINGS FL 34135	RICK GUYTON 239-267-8629
9 29658	SAMS CLUB - STORE 8130 5170 CLEVELAND AVENUE FORT MYERS FL 33907-	SAM'S EAST INC. PO BOX 300 BENTONVILLE AR 727120300	KENNETH LORD 2399392442

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
29052	9 SEARS AUTO CENTER - 6525 4003 CLEVELAND AVENUE FORT MYERS FL 33901-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD, A2-238A HOFFMAN ESTATES IL 60179-	KATHLEEN FLAHERTY 941-275-1397
22580	9 SPRINT COMMUNICATIONS - BONITA SPRINGS CENTRAL OFFICE 28160 BEAUMONT ROAD BONITA SPRINGS FL 34134-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
22572	9 SPRINT COMMUNICATIONS - CAPE CORAL CENTRAL OFFICE 4001 PALM TREE BOULEVARD CAPE CORAL FL 33904-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
22573	9 SPRINT COMMUNICATIONS - CYPRESS LAKE CENTRAL OFFICE 7461 WINKLER ROAD FORT MYERS FL 33907-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
15974	9 SPRINT COMMUNICATIONS - EAST FORT MYERS CENTRAL OFFICE 4641 PALM BEACH BOULEVARD FORT MYERS FL 33905-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
22575	9 SPRINT COMMUNICATIONS - FORT MYERS BEACH CENTRAL OFFIC 3211 ESTERO BOULEVARD FORT MYERS BEACH FL 33931-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
25550	9 SPRINT COMMUNICATIONS - FORT MYERS MAIN CENTRAL OFFICE 1520 LEE STREET FORT MYERS FL 33901-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
29687	9 SPRINT COMMUNICATIONS - FORT MYERS PCS SWITCH 4770 LAREDO AVENUE FORT MYERS FL 33905-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
28104	9 SPRINT COMMUNICATIONS - FORT MYERS POP 10650 STATE ROAD 80---28104 FORT MYERS FL 33905-590	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
22565	9 SPRINT COMMUNICATIONS - FORT MYERS VILLAS RLS 8556 CRYSTAL COURT FORT MYERS FL 33907-381	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531

**LEPC/SERC
Code**

Physical Address

9 SUN TECH CHEMICAL
16125 OLD US 41
29370 FORT MYERS FL 33912-

9 UTILITIES INC OF FLORIDA - CROSS CREEK WWTP
13040 CROSS CREEK BOULEVARD
2146 FORT MYERS FL 33912

Mailing Address

SUN TECH CHEMICAL
16125 OLD US 41
FORT MYERS FL 33912-

UTILITIES INC OF FLORIDA
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRIN FL 32714

Facility Representative

DENNIS RYAN
239-283-8994

OPERATOR ON CALL
407-869-1919

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

RECIPIENT: LEE 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)

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