

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No.
20020816

1. REQUESTED MOTION:

ACTION REQUESTED: Execute agreement with Florida Department of Community Affairs which provides \$10,346.00 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 \$10,346.00.

WHY ACTION IS NECESSARY: Board authorization is required to execute the Agreement.

WHAT ACTION ACCOMPLISHES: Provides funding to maintain the Lee County Hazardous Material Emergency Response Plan.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

C7A

3. MEETING DATE:

08-06-2002

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 Independent
- C. DIVISION Public Safety
- BY: John D. Wilson, Director

7. BACKGROUND:

In 1986, Congress passed the Superfund Amendments and Reauthorization Act, Title III, Emergency Planning 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 operations to comply with the federal. A portion of these generated fees supports county efforts to maintain emergency plan requirements.

The Florida Department of Community Affairs has allocated 10,346.00 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#: 12069118200.503190 Revenues: 12069118200.334200.9001
Attachment 1-Agreement (3 Copies)
Attachment 2-Budget Amendment Resolution

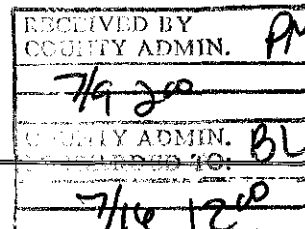
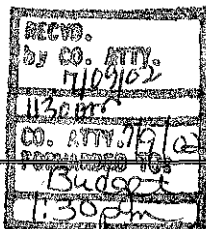
8. MANAGEMENT RECOMMENDATIONS: Management is in support of request.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services 7/15				G County Manager
					OA	OM	Risk	GC	
<i>J.W.</i> 7/3/02	<i>J.W.</i> 7/2/02	N/A		<i>Bruce</i> <i>Steele</i> P.M. 7/9/02	<i>AS</i> 7/12/02	<i>JP</i> 7/15		<i>P.M.</i> 7/9/02	<i>BL</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER



RESOLUTION

Amending the Fund 18200 All-Hazards Fund Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2001-2002.

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 \$10,346 of the unanticipated revenue from Fl Dept. of Community Affairs and an appropriation of a like amount into expenditures 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:		\$3,988,111
Additions		
12069118200.334200.9001	Haz. Materials Emer. Response Grant	\$10,346
Amended Total Estimated Revenues		\$3,998,457

APPROPRIATIONS		
Prior Total:		\$3,988,111
Additions		
12069118200.503190	Other Professional Services	\$10,346
Amended Total Appropriations		\$3,998,457

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 _____, 2002.

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 YA
LEDGER TYPE BA

Contract Number: 03CP-11-06-46-01-169

CSFA Number:

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 Emergency Management, (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 upon execution by both parties or July 1, 2002, whichever is later, and shall end June 30, 2003 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 tortious 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) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) 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.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) 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.

(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.

(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 nonstate 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 nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate 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 nonstate 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 - Copyright, Patent and Trademark

(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 \$10,346.00. 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 preaudit and postaudit 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) 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.

(c) 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.

(d) 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 EMERGENCY MANAGEMENT

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 _____ in the amount of \$10,346.00.

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. 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. All hazards analyses shall be received by the Department not later than February 1, 2003 except that a later date 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 March 1, 2003 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). The Recipient shall submit an Attachment D, for payment that is commensurate with the percentage of hazards analyses submitted. The Recipient shall submit an Attachment D, for the twenty-five (25) percent final payment, to the Department with required corrections to the hazards analyses within forty-five (45) days of the contract termination date. The Department will release the final payment only upon a determination that all hazards analyses are complete and acceptable, an approved copy of the hazards analyses has been sent to the applicable Local Emergency Planning Committee and notification has been made to all facilities and response agencies that the hazards analysis information is available upon request. The Recipient's authorized official shall sign the Financial Invoice (Attachment D). No request will be processed until the Financial Invoice is correct and supported by the product which meets the requirements of this Agreement.

D. In the event that the Recipient submits less than one hundred (100) percent of the hazards analyses on February 1, 2003, 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.

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. Notification of the Recipient's contact person, address, telephone number, E-mail address and software utilized to the Department by September 1, 2002.
- B. Submission of one completed hazards analysis by September 1, 2002 for review of consistency with the established planning criteria.
- C. Participation in a technical assistance training session provided by the Department is necessary to fulfill the Scope of Work. The Department reserves the right to waive this requirement.
- D. 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. Notify response agencies within the District of the availability of hazards analyses information and make that information available upon request.
- F. Notify Section 302 facilities of the availability of hazards analysis information and make that information available upon request.
- G. Provide to the Local Emergency Planning Committee a copy of the approved Hazards Analyses update.
- 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 in degrees, minutes and seconds).

- 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).

- h. 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, facility 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 the 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 site plan map with the location of each EHS at the facility and in sufficient detail to identify:
 1. Location of major building(s)
 2. Location of container(s) of EHS(s)

3. Location of major street(s) and entrance(s)
4. North arrow and scale, if determined, or not to scale

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

TASK 4: Final Work Product

Submission of one (1) copy of completed hazards analyses (hard copy or electronic format) for all facilities listed in Attachment C in a format acceptable to the Department for review and approval. Upon final approval of all analyses submitted, a complete and corrected second copy shall be sent to the Local Emergency Planning Committee. A copy of the transmittal letter shall be submitted to the Department.

Submit documentation that all subject facilities and response agencies have been notified of the availability of the hazards analyses information within the time frames provided in this Agreement.

II. SCHEDULE OF PAYMENTS

- A. The first payment of twenty (20) percent of the fixed fee amount is payable upon receipt of items listed in Section 1, Task 1 of this Attachment, which are due on or before September 1, 2002.
- B. After the initial payment, the payment percentage may be made on a performance basis that is commensurable with the percentage of hazards analyses for facilities appearing on Attachment C submitted and approved as indicated on Attachment D, Financial Invoice. All hazards analyses shall be received by the Department not later than February 1, 2003 except that a later date 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 March 1, 2003 will not be accepted, reviewed or compensated.
- C. Twenty-five (25) percent of the fixed fee amount will be released when the final work product is completed and determined to be acceptable by the Department, a copy of the transmittal letter confirming that an approved copy of the hazards analyses has been sent to the Local Emergency Planning Committee, and documentation that all facilities for which a hazards analysis was conducted and response agencies have been notified of the availability of the hazards analyses information. This should be completed no later than June 1, 2003.

Attachment C

COUNTY FACILITIES LISTING

Attachment D

FINANCIAL INVOICE
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: _____ AGREEMENT

COST CLASSIFICATIONS

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DEPARTMENT
1. Contact and Timeline (20% Max.)	\$ _____	\$ _____
2. Hazards Analyses (55% Max.)	\$ _____	\$ _____
3. Final Work Product completed (25% Max)	\$ _____	\$ _____
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

Copyright, Patent and Trademark

(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.

ATTACHMENT C - LEE COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
09 29123	A D T SECURITY SERVICES - FORT MYERS 2052 BEACON MANOR DRIVE FORT MYERS FL 33902-	A D T SECURITY SERVICE 7851 CANAL DRIVE LAKE WORTH FL 33467-	RANDY GAGO 561-201-0409
09 02397	AGRO DISTRIBUTION - PROSOURCE ONE 2804 HANSON STREET FORT MYERS FL 33916	AGRO DISTRIBUTION LLC 4094 PAUL BUCHMAN HIGHWAY PLANT CITY FL 33565-	NAOMI CHANEY 813-752-1177
09 28229	ALLTEL FLORIDA - FORT MYERS MTSO 2609 DORA STREET F M FL 33901-	ALLTEL FLORIDA POST OFFICE BOX 86 BYRON GA 31008-	CHANN DENT 478-956-1930
09 23467	AQUASOURCE UTILITIES - SOUTH SEA WWTP SOUTH SEAS PLANTATION CAPTIVA FL 33924-	AQUASOURCE UTILITIES 6960 PROFESSIONAL PARKWAY EAST STE 400 SARASOTA FL 34240-	CAROLYN MCFALLS 941-907-7400
09 05360	BENIAN INCORPORATED 2511 PALM AVENUE FORT MYERS FL 33916	BENIAN INCORPORATED 2511 PALM AVENUE FORT MYERS FL 33916	MARK CURTIS 941-334-8695
09 07922	BONITA BAY PROPERTIES - BONITA BAY GOLF MAINTENA 25551 COUNTRY CLUB DRIVE BONITA SPRINGS FL 33923	BONITA BAY PROPERTIES 26790 OAKVILDE DRIVE BONITA BEACH FL 34134-	DAVID H GRAHAM 941-495-1000
09 02088	BONITA BAY PROPERTIES - RESOURCE CONSERVATION S 26910 SOUTH BAY DRIVE BONITA SPRINGS FL 33923	BONITA BAY PROPERTIES 26790 OAKVILDE DRIVE BONITA BEACH FL 34134-	DAVID H GRAHAM 941-495-1000
09 02090	BONITA SPRINGS UTILITIES 11860 EAST TERRY STREET BONITA SPRINGS FL 33923	BONITA SPRINGS UTILITIES 11860 EAST TERRY STREET BONITA SPRINGS FL 34135-6127	LEONARD SWORD 941-992-0711
09 15000	BONITA SPRINGS UTILITIES 25051 TAMAMIAMI TRAIL BONITA SPRINGS FL 33923-	BONITA SPRINGS UTILITIES 11860 EAST TERRY STREET BONITA SPRINGS FL 34135-6127	LEONARD SWORD 941-992-0711

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
09	CITRUS PARK RV RESORT 25501 TROST BOULEVARD SOUTHEAST BONITA SPRINGS FL 33923	CITRUS PARK RV RESORT 25501 TROST BOULEVARD SOUTHEAST BONITA SPRINGS FL 34135-	ANDREAS KETTERL 941-992-3030
09	CITY OF SANIBEL - WULFERT WATER RECLAMATION 2222 WULFERT ROAD SANIBEL FL 33957-	CITY OF SANIBEL 800 DUNLOP ROAD SANIBEL FL 33957-	JOHN HEFTY 941-472-1008
09	CYPRESS LAKE COUNTRY CLUB 6767 WINKLER ROAD FORT MYERS FL 33919-	CYPRESS LAKE COUNTRY CLUB 6767 WINKLER ROAD FORT MYERS FL 33919-	- -
09	DYNO NOBEL FLORIDA - FORT MYERS COMPOUND ALICO ROAD FORT MYERS FL 33901-	DYNO NOBEL FLORIDA 1100 FLOOR CROSSROADS TOWER SALT LAKE CITY UT 84144-	DEE WHITFORD 801-364-4800
09	EAST PENN MANUFACTURING - TAYLOR AND CROWE BAT 10940 K NINE DRIVE BONITA SPRINGS FL 34135-	EAST PENN MANUFACTURING COMPANY POST OFFICE BOX 147 LYON STATION PA 19536-0147	KAREN E GEORGE 610-682-6361
09	EPIK COMMUNICATIONS - FL019 3881 EDWARDS STREET FORT MYERS FL 33916-	EPIK COMMUNICATIONS 3501 QUADRANGLE BOULEVARD ORLANDO FL 32817-	JOHN PRATER 407-482-8402
09	FLORIDA WATER SERVICES - LEHIGH BOOSTER STATION 6190 LEE BOULEVARD LEHIGH FL 33936-	FLORIDA WATER SERVICES POST OFFICE BOX 609520 ORLANDO FL 32860-9520	MARY ANN GLENNON 407-598-4188
09	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	DARRELL POLK 941-964-2423
09	GREATER PINE ISLAND WATER - WTP 9550 STRINGFELLOW ROAD ST JAMES CITY FL 33956-	GREATER PINE ISLAND WATER 5281 PINE ISLAND ROAD BOKEELIA FL 33922	CHRISTOPHER DOHME 941-283-1071
09	GULF ENVIRONMENTAL SERVICES - SAN CARLOS WTP 18513 BARTOW BOULEVARD FORT MYERS FL 33912	GULF ENVIRONMENTAL SERVICES 19910 SOUTH TAMiami TRAIL SUITE A ESTERO FL 33928-	KATHY BABCOCK 941-498-1000

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
09	GULF ENVIRONMENTAL SERVICES - SAN CARLOS WWTP 18078 CYPRESS POINT ROAD	GULF ENVIRONMENTAL SERVICES 19910 SOUTH TAMiami TRAIL SUITE A	KATHY BABCOCK 941-498-1000
02215	FORT MYERS FL 33912	ESTERO FL 33928-	
09	GULF ENVIRONMENTAL SERVICES - THREE OAKS WWTP 18521 THREE OAKS PARKWAY	GULF ENVIRONMENTAL SERVICES 19910 SOUTH TAMiami TRAIL SUITE A	KATHY BABCOCK 941-498-1000
02217	FORT MYERS FL 33912	ESTERO FL 33928-	
09	HEINZ FROZEN FOOD 5521 DIVISION DRIVE	HEINZ FROZEN FOOD 5521 DIVISION DRIVE	MICHAEL CLOUTIER 941-693-4480
09499	FORT MYERS FL 33905-	FORT MYERS FL 33905-	
09	HERONS GLEN COUNTRY CLUB 2250 AVENIDA DEL VERA	COOLIDGE FORT MYERS REALTY, L P 2250 AVENIDA DEL VERA	BILL BANTHER 941-731-4516
15729	FORT MYERS FL 33917-	FORT MYERS FL 33917-	
09	K MART - STORE 3677 3302 BONITA BEACH ROAD	K MART 3100 WEST BIG BEAVER ROAD	LOUIS ZEBNIK 248-637-6544
06460	BONITA SPRINGS FL 33923	TROY MI 48084-3163	
09	K MART - STORE 4768 5000 ALICO ROAD	K MART 3100 WEST BIG BEAVER ROAD	LOUIS ZEBNIK 248-637-6544
21626	FORT MYERS FL 33908-	TROY MI 48084-3163	
09	LEE COUNTY UTILITIES - CORKSCREW WATER PLANT 16101 ALICO ROAD	DEPARTMENT OF LEE COUNTY UTILITIES 1500 MONROE STREET	DORIAN GULLEDGE 941-466-8039
02288	ESTERO FL 33928-	FORT MYERS FL 33901-	
09	LEE COUNTY UTILITIES - MATLACHA WWTP 4950 PINE ISLAND ROAD NORTHWEST	DEPARTMENT OF LEE COUNTY UTILITIES 1500 MONROE STREET	DORIAN GULLEDGE 941-466-8039
02287	BOKEELIA FL 33922-	FORT MYERS FL 33901-	
09	LEE COUNTY UTILITIES - PINE ISLAND WWTP 6928 STRINGFELLOW ROAD	DEPARTMENT OF LEE COUNTY UTILITIES 1500 MONROE STREET	DORIAN GULLEDGE 941-466-8039
29598	SAINT JAMES CITY FL 33956-	FORT MYERS FL 33901-	
09	LEE MEMORIAL HEALTH SYSTEM - CLEVELAND AVENUE 2776 CLEVELAND AVENUE	LEE MEMORIAL HEALTH SYSTEM POST OFFICE DRAWER 2218	DAVE KISTEL 941-574-0341
02277	FORT MYERS FL 33901	FORT MYERS FL 33902-2218	

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
09 22029	MANLEY FARMS - BONITA FARM EAST BONITA BEACH ROAD BONITA SPRINGS FL 33923-	MANLEY FARMS 14200 EAST BONITA BEACH ROAD BONITA SPRINGS FL 34135-	CHUCK HAUTOT 941-495-9800
09 02332	MUNTERS 108 SIXTH STREET SOUTHEAST FORT MYERS FL 33907-159	MUNTERS POST OFFICE BOX 6428 FORT MYERS FL 33911	IAN CAMERON 941-936-1555
09 13472	PACIFIC TOMATO GROWERS 16450 SOUTH TAMiami TRAIL FORT MYERS FL 33908-	PACIFIC TOMATO GROWERS POST OFFICE BOX 866 PALMETTO FL 34220-	MOODY WHIDDON 941-722-3291
09 29658	SAMS CLUB - STORE 8130 5170 CLEVELAND AVENUE FORT MYERS FL 33907-	SAMS'S EAST INC. 608 SOUTHWEST 8 STREET BENTONVILLE AR 72716-	RICHARD A GRAY 501-277-6898
09 29052	SEARS AUTOMOTIVE CENTER - 6525 4003 CLEVELAND AVENUE FORT MYERS FL 33901-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD, A2-238A HOFFMAN ESTATES IL 60179-	KATHLEEN FLAHERTY 847-286-7199
09 02434	SPRING CREEK VILLAGE - WTP 24681 WINDWARD BOULEVARD BONITA SPRINGS FL 33923	SPRING CREEK VILLAGE POST OFFICE BOX 6966 FORT MYERS FL 33911-6966	DENNIS WALTCHACK 941-992-3800
09 22575	SPRINT COMMUNICATIONS - FORT MYERS BEACH CENTR 3211 ESTERO BOULEVARD FORT MYERS BEACH FL 33931-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 LENEXA KS 66251-	KATHY CULLY 913-315-8616
09 25550	SPRINT COMMUNICATIONS - FORT MYERS MAIN CENTRA 1520 LEE STREET FORT MYERS FL 33901-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 LENEXA KS 66251-	KATHY CULLY 913-315-8616
09 29687	SPRINT COMMUNICATIONS - FORT MYERS PCS SWITCH 4770 LAREDO AVENUE FORT MYERS FL 33905-	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 LENEXA KS 66251-	KATHY CULLY 913-315-8616
09 28104	SPRINT COMMUNICATIONS - FORT MYERS POP 10650 STATE ROAD 80 FORT MYERS FL 33905-590	SPRINT COMMUNICATIONS 6480 SPRINT PARKWAY - MAIL STOP 5B872 LENEXA KS 66251-	KATHY CULLY 913-315-8616

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
09	SUN TECH CHEMICAL 16125 OLD US 41	SUN TECH CHEMICAL 16125 OLD US 41	DENNIS RYAN 941-267-8920
29370	FORT MYERS FL 33912-	FORT MYERS FL 33912-	
09	UTILITIES INC OF FLORIDA - CROSS CREEK WWTP 13040 CROSS CREEK BOULEVARD	UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE	DONALD RASMUSSEN 407-869-1919
29515	FORT MYERS FL 33912-	ALTAMONTE SPRIN FL 32714	
09	UTILITIES INC OF FLORIDA - CROSS CREEK WWTP 13040 CROSS CREEK BOULEVARD	CROSS CREEK COUNTRY CLUB 13050 CROSS CREEK BOULEVARD	GALE MULLOY 941-768-1166
02146	FORT MYERS FL 33912	FORT MYERS FL 33912	
09	UTILITIES INC OF FLORIDA - EAGLE RIDGE WWTP 14668 AERIES WAY	UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE	DONALD RASMUSSEN 407-869-1919
05884	FORT MYERS FL 33912-	ALTAMONTE SPRIN FL 32714	
09	VOPAK U S A 5719 CORPORATION CIRCLE - UNIT 2	VOPAK USA 2750 SOUTHPORT ROAD	MICHAEL D THORNTON 864-580-2126
19177	FORT MYERS FL 33905-	SPARTANBURG SC 29302-	