

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

Blue Sheet No. **20031255**

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize chairman to execute two agreements with Louetta H. Muller, Emergency Planning Services to conduct health care facility emergency plan and hazardous materials hazard analysis reviews.

WHY ACTION IS NECESSARY: Board authorization of expenditures over \$50,000 is required to execute the Agreements.

WHAT ACTION ACCOMPLISHES: Continues contracts for certain emergency planning services currently provided by private vendor.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

C7A

3. MEETING DATE:

11-18-2003

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: The State requires the County to review health care facility emergency plans through Base Grant Agreement (#04BG-04-09-46-01-036) and to update hazardous materials site surveys via the Agreement for Hazardous Material Analysis Grant (#04CP-11-09-46-01-040). The State furnishes funding through these two agreements to conduct these required services. The Lee County Emergency Management Program has been using a consultant to perform these services for the past four years.

Review of Health Care Facility Plans by the County Emergency Management Agencies governed by the regulations listed in Attachment 3, includes Hospitals, Nursing Homes, Assisted Living Facilities, Ambulatory Surgical Centers, Adult Day Care Centers, Intermediate Care Facilities for the Developmentally Disabled and Home Care Agencies. The Hazardous Material Agreement work products include site visits and an analysis of the hazards at specified sites.

Funds are available in Account Numbers: #12072718200.503190, #12073100100.503190

- Attachment 1 – Health Care Facilities Agreement
- Attachment 2 – Hazardous Material Analysis Agreement
- Attachment 3 – Statutory citation for Health Care Plans

8. MANAGEMENT RECOMMENDATIONS: Staff recommends the chairman sign the agreement.

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	GC	
<i>[Signature]</i> 10/22/03	<i>[Signature]</i> 10/22/03	N/A		<i>[Signature]</i> 10/23/03	<i>[Signature]</i> 10/22/03	<i>[Signature]</i> 10/23/03	<i>[Signature]</i> 10/23/03	<i>[Signature]</i> 10/23/03	<i>[Signature]</i> 10/23/03

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: 10/22/03
Time: 1:05pm
Forwarded to: Budget
10/23/03 8:35am

RECEIVED BY
COUNTY ADMIN: *[Signature]*
10/23/03
9:30am SET
COUNTY ADMIN
FORWARDED TO: *[Signature]*
10/23/03

CONTRACT WITH INDEPENDENT CONTRACTOR
FOR
PROFESSIONAL SERVICES

THIS CONTRACT, the terms and conditions of which are set forth below, is made this _____ day of _____, 2003 between the BOARD OF COUNTY COMMISSIONERS of Lee COUNTY, a political subdivision and Charter County of the STATE OF FLORIDA (hereinafter, the COUNTY), and Louetta H. Muller, Emergency Planning Services, a sole proprietorship, located at 1482 Argyle Drive in Fort Myers, Florida 33919 (hereinafter, the CONTRACTOR).

WHEREAS, Lee County has created a local emergency management agency and maintains a comprehensive emergency management plan and program in accordance with the provisions of Chapter 252, Florida Statutes; and

WHEREAS, the Lee Plan Policy 72.1.1 requires that new hospital, nursing home, adult congregate living facility, or developmentally disabled projects shall prepare an emergency preparedness plan acceptable to the Director of Lee County Emergency Management prior to receiving a final development order; and

WHEREAS, the COUNTY through its local emergency management agency is required by Chapter 252, Florida Statutes to perform an annual review of comprehensive emergency management plans of state-licensed health care facilities according with a state-adopted plan criteria; and

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WHEREAS, it is in the best interest to provide Lee County's citizens and state-licensed health care facility providers throughout Lee County with a cost-effective manner in performing an annual review of health care facility comprehensive emergency management plans; and

WHEREAS, Contractors shall conduct themselves with the professionalism and deportment expected of their discipline while performing services under this contract. Unprofessional or illegal conduct by the CONTRACTOR shall result in the COUNTY terminating this contract; and

WHEREAS, any dispute on a claim arising out of or related to this agreement will be first presented through the COUNTY'S representative herein to the Director of Public Safety or designee for informal resolution; and

NOW, THEREFORE, the parties to this contract covenant and agree to the following:

SECTION ONE: RECITALS

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION ONE: PERFORMANCE OF SERVICES

The CONTRACTOR shall perform a scope of professional services as it relates to the review of comprehensive emergency management plans submitted by Assisted Living Facilities, Nursing Homes, Hospitals, Intermediate Care Facilities for the Developmentally Disabled, Ambulatory Surgical Centers and Adult Day Care Centers in accordance with State Rules. The Scope of Professional Services provided by the CONTRACTOR shall consist of the following:

1. Provide annual written notification of plan review requirements to the health care facility, including plan approval date and annual expiration date.

2. Review the annual plan submittal and up to one re-submittal using State-adopted plan criteria and State rules and regulations. The decision to have the CONTRACTOR review a resubmitted plan is at the sole discretion of the COUNTY.
3. Submit written review approval or comments to the COUNTY'S representative, who will forward it to the health care facility. The COUNTY'S representative will notify the CONTRACTOR of any plan approval, as appropriate.
4. Provide technical assistance to health care facilities (i.e., answer correspondence from facilities via telephone, written and facsimile).
5. Maintain a database, compatible with COUNTY software, to include: facility's name, plan submitted date, plan returned date, plan approved date, facility type, address (mail and physical), latitude/longitude, telephone number, 24-hour emergency telephone number, facsimile number, administrator's name, number of beds, type of beds, STRAP number, transportation vendor, host shelter, risk shelter, first floor elevation (above M.S.L.), storm surge heights in exiting and landfalling tropical storms and hurricanes (according to National Weather Service storm surge model – SLOSH), and the flood zone (according to Flood Insurance Rate Map); and
6. Schedule and conduct site visits to healthcare facilities described above. Facilities shall be visited on a bi-annual basis. One-half of the facilities shall be visited each year. Emergency Management staff may accompany the Contractor or may conduct site visits in lieu of the Contractor at the discretion of Emergency Management staff.
7. Provide written reports, not less than quarterly, on the overall compliance status of the healthcare facilities to the COUNTY, to include: total number of facilities, overview of

facility compliance statistics, name of each facility with an unapproved plan and the expiration date.

The Lee County Division of Public Safety's Emergency Management program will provide the CONTRACTOR with a supply of County letterhead paper and envelopes to prepare COUNTY approved correspondence for mail delivery. The COUNTY will provide for mail delivery through normal COUNTY business operations. A COUNTY representative from the Lee County Emergency Management Program shall approve any written correspondence to any health care facility in reference to plan review.

SECTION TWO: INSURANCE

The CONTRACTOR shall provide and maintain, at its expense, insurance requirements outlined in Guide "E." If the CONTRACTOR is a "sole proprietor" the COUNTY will waive the requirement for workers' compensation.

SECTION THREE: COMPENSATION

Payment for services is based upon the completion of work activities listed in SECTION ONE of this CONTRACT. The total amount of payment to be received for a given project year shall be based upon the number of health care plans reviewed and sites visited in a given project year.

Charges are as follows:

1. Two Hundred Seventy Five dollars (\$275.00) per plan for the initial review and associated correspondence.
2. One Hundred dollars (\$100.00) per plan for each resubmitted plan and associated correspondence.
3. One Hundred dollars (\$100.00) for each facility visit conducted.

4. A lump sum payment of Four Hundred Fifty dollars (\$450.00) each quarter to cover database maintenance, facility notification and report preparation.
5. The CONTRACTOR will invoice the COUNTY for services on a monthly basis. The lump sum payment in #4 shall be invoiced on the first invoice of each quarter.
6. Compensation not to exceed (NTE) Thirty Nine Thousand Three Hundred dollars (\$39,300.00) per year for the term of this CONTRACT.
7. The CONTRACTOR will be compensated for services solely in accordance with provisions of this section.

SECTION FOUR: INDEPENDENT CONTRACTOR

The COUNTY will not use this CONTRACTOR exclusively, and CONTRACTOR is free to contract with other parties for their services while under this contract, provided those services do not impact performance or result in conflict of interest under this agreement.

The CONTRACTOR expressly assumes, as an independent contractor, responsibility for reporting and payment of all taxes associated with performance under this agreement. The COUNTY'S obligation is solely limited to payment of the amount specified in Section 3 of this agreement.

The CONTRACTOR shall be responsible for payment of Social Security taxes and all Federal, State, and local taxes and charges as may now be in effect or which may hereafter be enacted or required as charges on the compensation received from the services and activities provided under this Contract. The COUNTY shall provide the CONTRACTOR with a standard IRS Form 1099.

It is the parties' intention that the CONTRACTOR will be an independent contractor and not the COUNTY'S employee for all purposes, including, but not limited to, the application of the Fair

Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, Florida Worker's Compensation Law and Florida Unemployment Insurance Law. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR'S activities and responsibility hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the public employer that it had made its own investment in its business, and this will utilize a high level of skill necessary to perform the work.

This agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and Lee COUNTY, and Lee COUNTY will not be liable for any obligation incurred by the CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION FIVE: INDEMNIFICATION

The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney fees arising out of the CONTRACTOR'S errors, omissions or negligence. The COUNTY shall likewise indemnify, subject to the limitations in Florida Statutes §768.28, the CONTRACTOR for any errors, omissions or negligence of the COUNTY, its employees or agents.

I, Louetta H. Muller, the CONTRACTOR, voluntarily agree to indemnify and hold harmless the COUNTY, Emergency Management, and any public official or employee of LEE COUNTY against any an all claims by or on behalf of any person or legal entity arising from any activity permitted by the CONTRACTOR, and will further indemnify and hold harmless the

COUNTY, its Departments and employees against performance of any agreements on the CONTRACTOR'S part, or the CONTRACTOR'S agents, employees, or licensees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any claim or proceeding brought thereon, all to the extent of the COUNTY'S liability under general law.

The CONTRACTOR shall indemnify and hold the COUNTY harmless from all losses, injuries or damages, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

SECTION SIX: TERMINATION

This CONTRACT shall continue in force through January 1, 2006. The entire contract, or a portion of thereto, may be terminated by either party upon giving thirty (30) days written notice to the non-terminating party. This entire CONTRACT or a portion thereto, may be terminated before all performance of service is completed with a payment owed to the CONTRACTOR only for the work actually completed or partial work turned in by the CONTRACTOR.

SECTION SEVEN : AMENDMENTS & MODIFICATIONS

This CONTRACT embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter thereof. This CONTRACT may be amended or modified only by a written statement signed by the respective parties.

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IN WITNESS THEREOF the parties hereto have affixed their signatures effective the day and year first written above.

ATTEST:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

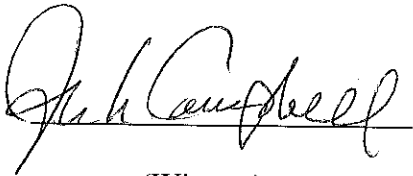
Chairman

APPROVED AS TO FORM:

By: _____

Office of the COUNTY Attorney

ATTEST:



(Witness)

EMERGENCY PLANNING SERVICES

By: Louetta H. Muller

Louetta H. Muller

A. Harold Campbell

(Witness)

DATE: October 10, 2003

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as, but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's Compensation

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees may be exempted regardless of the number of employees. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:

\$100,000 per accident

\$500,000 disease limit

\$100,000 disease limit per employee.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

The Lee COUNTY Board of COUNTY Commissioners is to be shown as the certificate holder shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change. In the event the insurance coverage expires prior to the completion of the project, a renewal certification shall be on file with Risk Management.

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**CONTRACT WITH INDEPENDENT CONTRACTOR
FOR
PROFESSIONAL SERVICES**

THIS CONTRACT, the terms and conditions of which are set forth below, is made this _____ day of _____, 2003 between the Lee County, Florida, Division of Public Safety, Emergency Management Program (hereinafter, the COUNTY), and Louetta H. Muller, Emergency Planning Services, a sole proprietorship, located at 1482 Argyle Drive in Fort Myers, Florida 33919 (hereinafter, the CONTRACTOR).

WHEREAS, 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; and

WHEREAS, in 1988, the Florida Legislation authorized the Florida Department of Community Affairs to collect fees from private facility owners and operators to comply with the federal act. A portion of these generated fees support county efforts to maintain emergency plan response requirements; and

WHEREAS, Lee Plan Policy 73:1.3 requires the County develop and maintain a hazardous materials emergency response plan that complies with applicable federal and state regulations and guidelines; and

WHEREAS, it is in the best interest to provide Lee County's citizens and Section 302 facility owners and operators with a cost-effective manner in performing the scope of work

according to the Agreement Between the State of Florida Department of Community Affairs and Lee County; and

WHEREAS, contractors shall conduct themselves with the professionalism and deportment expected of their discipline while performing services under this contract. Unprofessional or illegal conduct by the CONTRACTOR shall result in the COUNTY terminating this contract; and

WHEREAS, any dispute on a claim arising out of or related to this agreement will be first presented through the COUNTY'S representative herein to the Director of Public Safety or designee for informal resolution; and

NOW, THEREFORE, the parties to this contract covenant and agree to the following:

SECTION ONE: PERFORMANCE OF SERVICES

A. Hazardous Materials Emergency Response Plan

The CONTRACTOR shall perform a scope of professional services in accordance with the Scope of Work for Hazardous Materials Site Specific Hazards Analysis as defined in Attachment B (less item 1, Task 1, H.) and Attachment C of the Agreement Between the State of Florida Department of Community Affairs and Lee County (Contract Number: 04CP-11-09-46-01-040) in the first year of this contract. The scope of work for the second year of this contract will not be identified by the State of Florida until calendar year 2004. The CONTRACTOR shall revise the vulnerable population estimates based on the University of Florida BEBR projections for 2003 and produce a new countywide hazardous materials vulnerability zone map.

The Lee County Division of Public Safety's Emergency Management Program will provide the CONTRACTOR with the use of the computer program to conduct hazards analyses and a supply of County letterhead paper and envelopes to prepare COUNTY approved correspondence for mail delivery. The COUNTY will provide for mail delivery through normal county business operations. A COUNTY representative from the Lee County Emergency Management Program shall approve any written correspondence to Lee County Section 302 facilities. Any telephone calls received by the COUNTY from the Lee County Section 302 facility owners or operators relating to the hazards analyses will be directed to the CONTRACTOR.

SECTION TWO: INSURANCE

The CONTRACTOR shall provide and maintain, at its expense, insurance requirements outlined in Guide "E." If the CONTRACTOR is a "sole proprietor" the COUNTY will waive the requirement for workers' compensation.

SECTION THREE: COMPENSATION

A. Hazardous Materials Emergency Response Plan

Payment for services is based upon the completion of work activities listed in SECTION ONE A. of this CONTRACT. Compensation is not to exceed (NTE) \$33,560.00 for the term of this CONTRACT. Payment for services rendered shall be according to the following schedule:

<u>Date</u>	<u>Amount</u>
December 1, 2003	\$8,500.00
March 1, 2004	\$8,353.33
October 1, 2004	\$8,353.33
March 1, 2005	\$8,353.34

C. The CONTRACTOR will be compensated for services solely in accordance with provisions of this section.

SECTION FOUR: INDEPENDENT CONTRACTOR

A. The parties intend that an independent contractor relationship be created by this agreement, not that of employer/employee, therefore, the CONTRACTOR is not to be considered an agent or employee of the COUNTY for any purpose. Further, the CONTRACTOR is not entitled to any benefits that the COUNTY provides for its employees.

B. The CONTRACTOR expressly assumes, as an independent contractor, the responsibility for reporting and payment of all taxes associated with the performance of this agreement. The COUNTY'S obligation is solely limited to payment of the lump sum amount herein upon completion and acceptance of satisfactory performance.

C. The CONTRACTOR shall be responsible for payment of Social Security taxes and all Federal, State, and local taxes and charges as may now be in effect or which may hereafter be enacted or required as charges on the compensation received from the services and activities provided under this Contract. The COUNTY shall provide the contractor with a standard IRS Form 1099.

D. It is the parties' intention that the CONTRACTOR will be an independent contractor and not the COUNTY'S employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, Florida Worker's Compensation Law and Florida Unemployment Insurance Law. The CONTRACTOR will

retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR'S activities and responsibility hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the public employer that it had made its own investment in its business, and this will utilize a high level of skill necessary to perform the work.

E. This agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and Lee COUNTY, and Lee COUNTY will not be liable for any obligation incurred by the CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION FIVE: INDEMNIFICATION

The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney fees arising out of the CONTRACTOR'S errors, omissions or negligence. The COUNTY shall likewise indemnify, subject to the limitations in Florida Statutes § 768.28, the CONTRACTOR for the errors, omissions or negligence of the COUNTY, its employees or agents.

I, Louetta H. Muller, the CONTRACTOR, voluntarily agree to indemnify and hold harmless the COUNTY, Emergency Management, and any public official or employee of LEE COUNTY against any and all claims by or on behalf of any person or legal entity arising from any activity permitted by the CONTRACTOR, and will further indemnify and hold harmless the COUNTY, its Departments and employees against performance of any agreements on the CONTRACTOR'S part, or the CONTRACTOR'S

agents, employees, or licensees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any claim or proceeding brought thereon, all to the extent of the COUNTY'S liability under general law.

The CONTRACTOR shall indemnify and hold the COUNTY harmless from all losses, injuries or damages, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

SECTION SIX: TERMINATION

This CONTRACT shall continue in force for a period of two (2) years from the date first entered above. Either party upon giving thirty (30) days written notice to the non-terminating party may terminate this entire CONTRACT, or a portion thereof. This entire CONTRACT or a portion thereto, may be terminated before all performance of service is completed with a payment owed to the CONTRACTOR only for the work actually competed or partial work turned in by the CONTRACTOR.

SECTION SEVEN: AMENDMENTS & MODIFICATIONS

This CONTRACT embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter thereof. This CONTRACT may be amended or modified only by a written statement signed by the respective parties.

IN WITNESS THEREOF the parties hereto have affixed their signatures effective the day and year first written above.

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

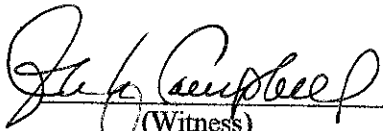
LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

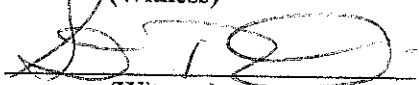
By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

ATTEST:



(Witness)


(Witness)

EMERGENCY PLANNING SERVICES

By: Louetta H. Muller
Louetta H. Muller

DATE: October 7, 2003

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as, but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's Compensation

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees may be exempted regardless of the number of employees. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:
\$100,000 per accident
\$500,000 disease limit
\$100,000 disease limit per employee.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:
\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:
\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

The Lee County Board of County Commissioners is to be shown as the certificate holder and shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

In the event the insurance coverage expires prior to the completion of the project, a renewal certification shall be on file with Risk Management at least 15 days prior to the expiration date.

SEP - 4 2003

Contract Number: 04CP-11-09-46-01-040

CFSA 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, 2003 and shall end June 30, 2004 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) 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.

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

(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 \$10,249. 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

Ray Judah
Signature

8/5/03

Date

Ray Judah, Chairman

APPROVED AS TO FORM:

Andrea B. Jester
Office of the County Attorney

Typed Name of Signatory and Title

FEID# 59-6000702

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

W. Craig Fugate
Signature

8/26/03
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 \$10,249.

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. 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, 2003 and the final fifty (50) percent of the completed hazards analyses shall be received by the Department not later than February 1, 2004 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, 2004 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 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 Section 302 facilities (for which a hazards analysis was conducted) 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 fifty (50) percent of the completed hazards analyses on November 1, 2003 or less than the final fifty (50) percent of the completed hazards on February 1, 2004, 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. Notification of the Recipient's contact person, address, telephone number, E-mail address and software utilized to the Department by August 15, 2003.
- B. Submission of one completed sample hazards analysis by August 15, 2003 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. Upon Department approval of the completed hazards analyses, notify response agencies within the District of the availability of 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 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 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: 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 facilities for which a hazards analysis was conducted 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 fifteen (15) 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 August 15, 2003.

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. Fifty (50) percent of the completed hazards analyses shall be received by the Department not later than November 1, 2003 and the final fifty (50) percent of the completed hazards analyses shall be received by the Department not later than February 1, 2004, 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 February 1, 2004 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 is submitted to the Department confirming that an approved copy of the hazards analyses has been sent to the Local Emergency Planning Committee and documentation is submitted to the Department confirming 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 shall be completed no later than June 1, 2004.

End Attachment B

ATTACHMENT C - LEE COUNTY SECTION 302 FACILITIES

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9 28859	A T AND T - FORT MYERS 123 MAIN STREET FORT MYERS FL 33912-	A T AND T WIRELESS 2002 PISGAH CHURCH ROAD GREENSBORO NC 27455	FRANK MARROGUIN 941-848-9712
9 2064	A T AND T CORPORATION - FORT MYERS 16961 4290 COLONIAL BOULEVARD FORT MYERS FL 33912	A T AND T CORPORATION 898 MARIE LANE CONYERS GA 30094	DEBI SHUMAN 863-738-0200
9 30436	A T AND T WIRELESS - FORT MYERS 16961 4290 COLONIAL BOULEVARD, 2ND FLOOR FORT MYERS FL 33912	A T AND T WIRELESS 2002 PISGAH CHURCH ROAD GREENSBORO NC 27455	DEBI SHUMAN 863-738-0200
9 22286	CITY OF CAPE CORAL - R O PLANT 3300 SOUTHWEST 20 AVENUE FORT MYERS FL 33914-	CITY OF CAPE CORAL POST OFFICE BOX 150027 CAPE CORAL FL 33915-0027	SHAWN KOPKO 947-574-0877
9 2115	CITY OF FORT MYERS - CENTRAL AWWT FACILITY 1501 RALEIGH STREET FORT MYERS FL 33901-	CITY OF FORT MYERS POST OFFICE DRAWER 2217 FORT MYERS FL 33902-2217	OPERATIONS BUILDING 941-332-6872
9 2116	CITY OF FORT MYERS - SOUTH AWWT FACILITY 1618 SOUTH DRIVE FORT MYERS FL 33902	CITY OF FORT MYERS POST OFFICE DRAWER 2217 FORT MYERS FL 33902-2217	OPERATIONS BUILDING 941-278-7267
9 24670	CITY OF FORT MYERS - WTP 2751 JACKSONVILLE STREET FORT MYERS FL 33916-	CITY OF FORT MYERS POST OFFICE DRAWER 2217 FORT MYERS FL 33902-2217	BYRON WEIGHTMAN 941-332-6876
9 30620	CITY OF SANIBEL - WATER RECLAMATION FACILITY 930 DONAX STREET SANIBEL FL 33957	CITY OF SANIBEL - PUBLIC WORKS DEPT. 800 DUNLOP ROAD SANIBEL FL 33957-	KRIS WILLIAMS 239-472-3179
9 28517	COMCAST CABLE COMMUNICATIONS - 28517 26102 BONITA GRANDE DRIVE BONITA SPRINGS FL 34135	COMCAST COMMUNICATIONS HOLDINGS, INC. - 1 1500 MARKET STREET PHILADELPHIA PA 19102	TOM VANTOL 239-432-1600

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9	COMCAST CABLE COMMUNICATIONS - 28617 10180 BETSY PARKWAY 28617 SAINT JAMES CITY FL 33956-	COMCAST COMMUNICATIONS HOLDINGS, INC. - I 1500 MARKET STREET PHILADELPHIA PA 19102	TOM VANTOL 239-432-1600
9	COMCAST CABLE COMMUNICATIONS - 28619 10941 LEECO COURT 28619 FORT MYERS FL 33908-	COMCAST COMMUNICATIONS HOLDINGS, INC. - I 1500 MARKET STREET PHILADELPHIA PA 19102	TOM VANTOL 239-432-1600
9	COMCAST CABLE COMMUNICATIONS - 28621 26790 OLD US 41 ROAD 28621 BONITA SPRINGS FL 34135-	COMCAST COMMUNICATIONS HOLDINGS, INC. - I 1500 MARKET STREET PHILADELPHIA PA 19102	TOM VANTOL 239-432-1600
9	COVANTA LEE 10500 BUCKINGHAM ROAD 20681 FORT MYERS FL 33905-	COVANTA LEE 10500 BUCKINGHAM ROAD FORT MYERS FL 33905-	THOMAS ERIKSEN 941-337-2200
9	DEPARTMENT OF CHILDREN AND FAMILIES - GULF COAST CENTE 5820 BUCKINGHAM ROAD 2151 FORT MYERS FL 33905	DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINEWOOD BOULEVARD, BLDG 1, RM 20 TALLAHASSEE FL 32399-0700	NORA S BRAKE 239-303-9907
9	FARM OP - FARM 2 21000 SIX LS FARM ROAD 2177 ESTERO FL 33928-	FARM OP POST OFFICE BOX 3088 IMMOKALEE FL 34143-	JASON SHIVELER 239-949-6734
9	FIDDLESTICKS COUNTRY CLUB 15527 FIDDLESTICKS BOULEVARD SOUTHEAST 7849 FORT MYERS FL 33912	FIDDLESTICKS COUNTRY CLUB 15391 CANNONGATE DRIVE SOUTHEAST FORT MYERS FL 33912	TIM PEREZ 229-768-2332
9	FLORIDA FREEZER LP 7952 INTERSTATE COURT NORTHEAST 7324 FORT MYERS FL 33917	FLORIDA FREEZER LP 7952 INTERSTATE COURT NORTHEAST NORTH FORT MYER FL 33917	CHARLES CHRISTMAN 239-543-3377
9	FLORIDA POWER AND LIGHT - FORT MYERS POWER PLANT 10650 STATE ROAD 80 2192 FORT MYERS FL 33905-	FLORIDA POWER AND LIGHT 700 UNIVERSE BOULEVARD JUNO BEACH FL 33408-	BETH E CASEY 941-693-4392
9	FLORIDA WATER SERVICES - LEHIGH WTP 305 COOLIDGE AVENUE 2297 LEHIGH ACRES FL 33936	FLORIDA WATER SERVICES POST OFFICE BOX 609520 ORLANDO FL 32860-9520	JAKE ROHRICH 941-278-5050

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9	GARGIULO - BHN RESEARCH 16750 BONITA BEACH ROAD BONITA SPRINGS FL 34135	GARGIULO 15000 OLD US HIGHWAY 41 NORTH NAPLES FL 34110-	DAVID LOPEZ 941-353-0300
9	GOLF TURF APPLICATION - KELLY GREENS COUNTY CLUB 12300 KELLY GREENS BOULEVARD FORT MEYERS FL 33908	GOLF TURF APPLICATION 2333 RIVER REACH DRIVE NAPLES FL 34104-	RICHARD MCCOY 239-643-5677
9	GOLF TURF APPLICATION - LEXINGTON COUNTY CLUB 16257 WILLOWCREST WAY FORT MYERS FL 33908	GOLF TURF APPLICATION 2333 RIVER REACH DRIVE NAPLES FL 34104-	RICHARD MCCOY 239-643-5677
9	GOLF TURF APPLICATION - SAN CARLOS GOLF CLUB 7420 CONSTITUTION CIRCLE FORT MYERS FL 33912	GOLF TURF APPLICATION 2333 RIVER REACH DRIVE NAPLES FL 34104-	RICHARD MCCOY 239-643-5677
9	GULF ENVIRONMENTAL SERVICES - CORKSCREW WTP 11950 CORKSCREW ROAD ESTERO FL 33928-	GULF ENVIRONMENTAL SERVICES 19910 SOUTH TAMiami TRAIL SUITE A ESTERO FL 33928-	BOB DICK 941-940-1813
9	HUNTERS RIDGE UTILITIES 12500 HUNTERS RIDGE DRIVE BONITA SPRINGS FL 34135	BBA DEVELOPMENT CORPORATION 12500 HUNTERS RIDGE DRIVE BONITA SPRINGS FL 34135	KEN FENSKE 239-947-0911
9	ISLAND WATER ASSOCIATION - R O PLANT 3651 SANIBEL CAPTIVA ROAD SANIBEL FL 33957	ISLAND WATER ASSOCIATION 3651 SANIBEL CAPTIVA ROAD SANIBEL FL 33957	PHILIP M NOE 239-472-2113
9	JAMAICA BAY WEST 15235 SOUTH TAMiami TRAIL FORT MYERS FL 33908	JAMAICA BAY WEST 15235 SOUTH TAMiami TRAIL FORT MYERS FL 33905-	TERRY WALKER 239-481-1343
9	LEE COUNTY UTILITIES - COLLEGE PARKWAY WTP 7401 COLLEGE PARKWAY FORT MYERS FL 33907	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	TOM HILL 239-694-4038
9	LEE COUNTY UTILITIES - FIESTA VILLAGE WWTP 1366 SAN SOUCI FORT MYERS FL 33919	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	DENNIS LANG 239-481-1953

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9	LEE COUNTY UTILITIES - GREEN MEADOWS WTP 13001 ALICO ROAD FORT MYERS FL 33913-	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	TOM HILL 239-479-8181
9	LEE COUNTY UTILITIES - OLGA WATER PLANT 1450 WERNER DRIVE ALVA FL 33920	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	CHAD DENNEY 239-694-4038
9	LEE COUNTY UTILITIES - PINE ISLAND WWTP 6928 STRINGFELLOW ROAD SAINT JAMES CITY FL 33956-	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	MARIO BEAUCHAMP 239-282-0025
9	LEE COUNTY UTILITIES - WATERWAY ESTATES WTP 4271 ST CLAIR AVENUE N FT MYERS FL 33903-	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	TOM HILL 239-694-4038
9	LEE COUNTY UTILITIES - WATERWAY ESTATES WWTP 1667 INLET DRIVE N FT MYERS FL 33903-	LEE COUNTY UTILITIES 1500 MONROE STREET FORT MYERS FL 33901-	MICHAEL HANSINGER 239-995-6585
9	LYKES AGRI SALES - FORT MYERS 7880 INTERSTATE COURT FORT MYERS FL 33917-	LYKES AGRI SALES 7 LYKES ROAD LAKE PLACID FL 33852-	SARAH K. CHILDS 863-465-4127
9	REDDY ICE - FORT MYERS 338 13320 METRO PARKWAY SOUTHEAST FORT MYERS FL 33912	REDDY ICE/PACKAGED ICE, INC. 3535 TRAVIS STREET, SUITE 170 DALLAS TX 75204-	JACK BENITEZ 941-768-6841
9	SUN COAST POOL CHEMICAL 16880 GATOR ROAD - SUITE 210 FORT MYERS FL 33912	SUN COAST POOL CHEMICAL 16880 GATOR ROAD, SUITE 109 FORT MYERS FL 33912	ANNIE RADY 239-267-7737
9	TECO ARENA 11000 EVERBLADES PARKWAY ESTERO FL 33928	K T B FLORIDA SPORTS ARENA 11000 EVERBLADES PARKWAY ESTERO FL 33928	FRANK LAPSLEY 239-948-7825
9	WEST COAST BATTERIES 3459 DR MARTIN LUTHER KING JR BOULEVARD FORT MYERS FL 33916-	WEST COAST BATTERIES 3459 DR MARTIN LUTHER KING JR BOULEVARD FORT MYERS FL 33916-	C ATCHISON 239-332-4300

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
9 27476	WILTEL COMMUNICATIONS - FTMYFLIW 1547 SEABOARD STREET FORT MYERS FL 33916-182	WILTEL COMMUNICATIONS ONE TECHNOLOGY CENTER - TC9/214K TULSA OK 74103	CHRIS KLINGMAN 918-547-8902
9 20396	YODER BROTHERS - ALVA 2201 OWANITA ROAD ALVA FL 33920-	YODER BROTHERS 2201 OWANITA ROAD ALVA FL 33920	PATRICK CRUMP 941-728-2535
9 2480	YODER BROTHERS - LIVE OAK FARM 22341 STATE ROAD 80 EAST ALVA FL 33920	YODER BROTHERS 2201 OWANITA ROAD ALVA FL 33920	PATRICK CRUMP 941-728-2535

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

RECIPIENT: _____ AGREEMENT # _____

COST CLASSIFICATIONS

APPROVED	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT 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 2

**STATUTORY CITATIONS
FOR HEALTH CARE PLANS**

LEE COUNTY LAND DEVELOPMENT CODE

Section 10-154 (22) a

Emergency preparedness plan for a hospital, nursing home, assisted living facility or other facilities required by Florida Administrative Codes.

LEE COUNTY COMPREHENSIVE PLAN

Goal 72, Objective 72.1.1, Policy 72.1.1

New hospital, nursing home, adult congregate living facility, or developmentally disabled projects shall prepare an emergency preparedness plan acceptable to the Director of Lee County Emergency Management prior to receiving a final development order.

- (15) *Protected species survey.* A species survey shall be submitted, if applicable, as required by article III, division 8, of this chapter.
- (16) *Protected species habitat management plan.* A management plan for protected species habitat shall be submitted, if applicable, as required by article III, division 8, of this chapter.
- (17) *Certificate to dig; historic preservation forms and reports.* When applicable, an archaeological/historic resources certificate to dig shall be obtained from the department of community development and submitted to the director of development review. Florida Master Site File forms for historical or archaeological resources, facade or other historic or scenic easements related to the subject property or reports prepared by a professional archaeologist as may be required by chapter 22 shall be submitted to the director of development review.
- (18) *Historical/archaeological impact assessment.* An impact assessment for historical or archaeological resources describing the following treatments: demolition, relocation, reconstruction, rehabilitation, adaptive use, excavation, filling, digging, or no impact, shall be submitted to the director of development review.
- (19) *Exotic vegetation removal plan.* An exotic vegetation removal plan, as specified in article III, division 6, of this chapter, shall be submitted to the director of development review.
- (20) *Calculations and other pertinent materials.* The director of development review may also require submission of calculations in support of all proposed drawings, plans and specifications. Calculations, data and reports to substantiate engineering designs, soil condition, flood hazards, compensation of floodplain storage (see section 10-253), wet season water table, etc., may be required. Prior to the release of the drawings approved by the director of development review, construction of the development shall be limited to clearing and grubbing for construction of accessways to and within the site and to pollution control facilities required during the construction phase. If such work is done prior to approval of construction plans, a tree removal permit will be required.
- (21) *Fire protection plan.* Where the development falls outside of a fire district, the applicant shall submit proof, in writing, that he has provided for fire protection as approved by the county fire official.
- (22) *Emergency preparedness plan.* An emergency preparedness plan, approved by the director of the division of emergency management, is required prior to final approval of a development order for:
- a. A hospital, nursing home, assisted living facility (ALF) or developmentally disabled housing project. To be approved by the emergency management director, an emergency preparedness plan for these types of development must comply with the applicable criteria in Florida Administrative Code Chapters 58A-5, 59A-3, 59A-4, and 59A-5, as they may be amended.
 - b. A marina, multi-slip dock facility, or any residential development of 50 or more units. To be approved by the emergency management director, an emergency preparedness plan for these types of development must comply with the applicable criteria in the Lee County Administrative Code for Emergency Preparedness Plans.
- (23) *State permits.* Prior to final approval of a development order, copies of permits issued by the South Florida Water Management District or the Florida Department of Environmental Protection. Copies of all other necessary state land development permits must be submitted prior to the commencement of construction work on the site.
- (24) *Operation and maintenance covenants.* Where applicable, a copy of the covenants

Health Agency Regulations

FACILITY/LICENSURE TYPE	STATUTE	ADMIN. CODE	RULE RESPONSIBILITY	DISASTER PLAN REQUIRED
Adult Congregate Living Facilities (ACLFs)	Same as Adult Living Facility	Same as Adult Living Facility	AHCA	YES
Adult Day Care	400.562 FS Law Implemented 252.36, 252.365, Ch. 400, Part V 400.619, 400.621 FS. Amended 6-6-99	Chapter 58A-6.011	AHCA	YES
Adult Family-Care Homes	Section 395.1055(1) ©, F.S.	Chapter 58A-14	ACHA	No, but required to have Em. Procedures
Ambulatory Surgical Centers	Section 395.1055(1) ©, F.S.	Section 59A-5.018, F.A.C.	AHCA	YES
Assisted Living Facilities	Section 400.441, F.S. 400.497 FS Law Implemented	Section 58A-5	DOEA	YES
Home Health Agencies	400.487 FS.	Section 59A-8.027	AHCA	2002
Hospices	400.605 FS Law, Ch. 400, Part VI, F.S.	Chapter 58A-2	DOEA	NO
Hospitals	Section 395.1055(1) ©, F.S.	Section 59A-3.078, F.A.C.	AHCA	YES
Intermediate Care ICFDD			AHCA	
Residential Health Care Facilities			AHCA	
SKILLED NURSING FACILITY	Section 400.23, F.S.	Section 59A-4.126, F.A.C.	AHCA	YES