

EPC  
SPECIAL  
6/20/01

**ENVIRONMENTAL PROTECTION COMMISSION  
OF HILLSBOROUGH COUNTY  
COMMISSIONER'S BOARD ROOM  
JUNE 20, 2001**

**AGENDA**

- I. **APPROVAL OF MOU WITH HILLSBOROUGH COUNTY**
- II. **APPROVAL OF FDEP PETROLEUM CLEANUP CONTRACT**
- III. **APPROVAL OF FDEP STORAGE TANK FACILITY  
COMPLIANCE CONTRACT**

## INTERLOCAL AGREEMENT

Request approval of Interlocal agreement between Hillsborough County and The Environmental Protection Commission of Hillsborough County (EPC). The agreement enables EPC to inspect storm water discharge at regulated facilities in support of Hillsborough County's NPDES Permitting Program.

## PETROLEUM CLEANUP CONTRACT

Request approval of Florida Department of Environmental Protection Contract No. GC627 with The Environmental Protection Commission of Hillsborough County. This contract is for the cleanup of Petroleum Contaminated Sites within Hillsborough County.

## **STORAGE TANK FACILITIES COMPLIANCE CONTRACT**

Request approval of Amendment No. 3 for Florida Department of Environmental Protection Contract number GC513 with The Environmental Protection Commission of Hillsborough County. This contract is for performing compliance inspections at storage facilities regulated pursuant to Section 376.30-376.317, F.S.

## INTERLOCAL AGREEMENT

Between the  
Environmental Protection Commission of Hillsborough County ("EPC")  
and  
Hillsborough County (the "County")

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between Hillsborough County, a political subdivision of the State of Florida ("COUNTY") and the Environmental Protection Commission of Hillsborough County ("EPC"), a local government agency.

### WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto, and Section 163.01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"), to permit and authorize the COUNTY and EPC to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and,

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and EPC may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and,

WHEREAS, the EPC is a local government environmental agency created by Special Act 84-446, Laws of Florida as amended, implements various environmental regulatory programs and conducts activities designed to prevent and minimize pollution; and

WHEREAS, EPC's activities include permitting and regularly enforcing potential pollution sources in Hillsborough County, inspecting facilities and conducting tests to determine compliance with environmental regulations, and providing information to facilities designed to assist in pollution prevention; and

WHEREAS, the County is also required, pursuant to its National Pollution Discharge Elimination Source (NPDES) permit, to ensure that facilities in the County which connect to and discharge into the County stormwater system, meet pollution standards; but the County neither regularly undertakes, nor has the ability to regularly undertake enforcement activities; and

WHEREAS, Hillsborough County Ordinance 94-15 ("Ordinance 94-15") was implemented to specifically empower the County to manage storm sewer discharges and the quality of surface and groundwater resources, and provide for the regulation and prevention of illicit discharges and connections to the County's stormwater system; and

WHEREAS, the County may validly and lawfully delegate its enforcement responsibilities pursuant to Ordinance 94-15; and

WHEREAS, the County currently benefits from EPC's coordination, investigation and enforcement activities, including enforcement through its Small Quantity Generator (SQG) program, and EPC's sharing of data and information used in the County's compliance efforts; and

WHEREAS, the EPC and the County have determined that it is in the best interest of both parties to have the EPC's enforcement powers, exercised through its own authority, substitute for the County's enforcement powers where applicable, as required pursuant to County Ordinance 94-15 and in accordance with the County's NPDES Permit No. FLS000006, as specified herein; and

WHEREAS, EPC and the County agree that a contractual agreement evidencing their understanding and efforts to their respective enforcement activities will benefit both EPC and the County, as well as facilitate a more efficient allocation of resources to achieve a common goal;

NOW, THEREFORE, the County and EPC hereby agree as follows:

#### PART I

1. The EPC shall, as it has in the past, provide data to the County for purposes of tracking certain compliance efforts required by the County's NPDES permit. Specifically:
  - a) EPC's Waste Management Division shall provide the County information from its SQG Program, including, but not limited to the name and identity of facilities that EPC has routinely inspected and that have been the subject of complaints. The information shall be used by the County to assist all facilities that use small quantities of hazardous materials to ensure that any wastes from such facilities are properly handled and disposed of;
  - b) EPC's Water Management Division shall provide the County data from its collection and analysis of water samples collected throughout Tampa Bay, providing background and incident specific information on water quality; and
  - c) EPC's Waste and Water Management Divisions shall provide the County water sampling data from their established and ongoing complaint inspection procedures whenever they indicate potential contamination or adverse impacts to surface waters in the County.
2. EPC and the County shall identify specific activities undertaken by EPC pursuant to Part I of this agreement and that relate directly to the County's NPDES permit. Using such data EPC shall compile a report that tracks the staff time spent by EPC in supporting the County's permit compliance efforts. The report shall provide data in a format that can be used in determining future staffing and budgeting needs.
3. The term of this agreement shall be for a period of not less than two years, and is automatically renewed for two additional years corresponding to each budgeting cycle,

unless written notice is provided at least 180 days prior to termination of this agreement by one of the parties hereto, beginning from the effective date.

## PART II

4. The County's obligations under Ordinance #94-15 will remain as provided therein; however, EPC and the County agree that EPC shall undertake enforcement on behalf of the County as follows:
- a) EPC shall take all enforcement action necessary to prevent or abate "illicit discharges" as defined in Ordinance 94-15, from industrial, commercial, construction, or other activities;
  - b) EPC shall notify recipients of enforcement notices of potential violations of the County's Ordinance 94-15 that they may be the subject of independent enforcement actions by the County, and EPC shall timely provide the County with copies of any such documents for its records;
  - c) Whenever a party or entity against whom enforcement has been initiated responds to notice and enforcement actions and corrects violations as required by and pursuant to a time frame, conditions, fines and penalties as required and payable to EPC, the County shall deem that entity or party to be in compliance with applicable provisions of Ordinance #94-15, also including approvals that would otherwise be granted by the County Administrator pursuant to Sections 3-1, 4-3 and 7-1 of the Ordinance and compliance with Subsection I of Section 7-1 of the Ordinance.
- When formal actions are required, such as an administrative citation to cease or an injunction, EPC shall provide copies of such documents to the County. If, at any time during the proceeding of an enforcement case, the County wishes to directly undertake enforcement of violations under Ordinance #94-15, it shall notify EPC and the facility in writing.

## PART III

5. As consideration for EPC's coordination and implementation of activities relating to the County's NPDES compliance and enforcement, pollution prevention, and other services referenced in this agreement, the County shall provide funding for an EPC staff person in the amount of the actual annual salary and benefits for an Environmental Specialist II position, that EPC shall hire pursuant to this agreement. The County shall pay EPC as consideration \$50,500 annually for that position, which amount shall be reviewed every two years during the term of this agreement, consistent with the bi-annual County budget review and approval. Should the parties both agree to increase the annual salary, such agreement shall result in a modification to this agreement and shall be executed in the same manner as this agreement. EPC shall demonstrate through documentation that, at a minimum, equivalent functions of one full-time employee's work was provided for the NPDES Compliance and Enforcement Program. And, as agreed in this agreement, the functions shall include:



- a) Regularly inspecting and monitoring high-risk facilities, and maintaining a database of facilities and their respective management of hazardous materials and wastes;
  - b) Overseeing (stormwater) pollution prevention recommendations to SQG's and high-risk facilities to reduce potential for hazardous waste spills into the County's stormwater system;
  - c) Leading in enforcement cases and activities and assisting in achieving compliance with violations of Ordinance #94-15;
  - d) Participating in various organizations whose mission includes NPDES compliance, pollution prevention, and enforcement. If the County specifies specific organizations, EPC will be reimbursed for the costs of memberships and travel related expenses; and
  - e) Preparing an annual report of EPC's NPDES related activities for the County's use in the County's Annual EPA report.
6. EPC and County staff will review the implementation of the program on a regularly scheduled basis to determine whether additional coordination might improve the effectiveness of the program.
  7. EPC and the County will negotiate a separate Agreement regarding the availability of EPC's laboratory services for the purpose of water sample analysis. It is perceived that benefits of such an agreement will accrue to the County by providing ready access to state-approved, top-quality laboratory services, and EPC will obtain a more comprehensive and consistent database of information regarding the status of water quality in Hillsborough County.
  8. The County and EPC will amend this MOU at such time as specifics are agreed upon.

#### PART IV

The Clerk of the Board of County Commissioners for the COUNTY is hereby authorized and directed, after approval of this Agreement by the respective governing bodies of the COUNTY and EPC and the execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Hillsborough county, Florida, for recording in the public records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the COUNTY and EPC have caused this Agreement to be executed as of the date first stated above.

ATTEST:

RICHARD AKE  
CLERK OF CIRCUIT COURT

HILLSBOROUGH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman Board of County  
Commissioners

(OFFICIAL SEAL)

ATTEST:

ENVIRONMENTAL PROTECTION  
COMMISSION OF HILLSBOORUGH  
COUNTY

By: \_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Chairman EPC

By: \_\_\_\_\_  
WITNESS

(OFFICIAL SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *[Signature]*  
Sr. Assistant County Attorney

By: \_\_\_\_\_  
EPC Attorney

5/23/01

MAY 25 2001

COUNTY: HILLSBOROUGH

## CONTRACT

DEP Contract No. GC627

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Hillsborough County Environmental Protection Commission, 1900 9th Avenue, Tampa, FL 33605 (hereinafter referred to as the "Contractor"), a local government, to provide petroleum contamination site cleanup related services in Hillsborough County.

## I. GENERAL TERMS

As authorized by Section 376.3073, Florida Statutes (F.S.) and in consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform local government petroleum contamination site cleanup program services as described in Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Contract specific definitions and terms are described in Attachment B.
2. The services under this Contract shall be authorized as follows:
 

Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management ("State Cleanup"): services shall be requested and authorized by the Department on an "as needed" basis utilizing the Task Assignment Notification Form (Attachment C), and the Task Assignment Change Order Form (Attachment D).
3. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Contractor, unless otherwise authorized by Task Assignment.
4. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
5. The Contractor shall be responsible for obtaining all applicable local, state and federal permits.
6. This Contract shall be effective on the date of execution or July 1, 2001, whichever is later; and shall remain in effect until June 30, 2005, inclusive. Any and all work under this Contract shall be evidenced by an executed Task Assignment. In no event shall the Contractor perform work without an executed Task Assignment. The Department anticipates Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next twelve (12) months. This Contract may be renewed for an additional term not to exceed the original Contract period. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon proper and satisfactory technical and administrative performance by the Contractor and the availability of funds.
7. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment, Task Assignment Notification Form or Task Assignment Change Order Form, whichever the Department deems appropriate) to this Contract.

REC'D  
MAY 25 2001  
ENV. PROT. COMM  
OF H.C.

## II. CATEGORY I FUNDS ADMINISTRATION

8. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fee schedule basis (Attachment E) for the Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management as follows:

The rates used for calculation of fee schedule payments shall be negotiated and established on an annual basis and evidenced by issuance of a Task Assignment Notification Form, and shall apply to all services for the state fiscal year (July 1 to June 30) in which the rates were authorized.

Changes in the contracted price for any given year shall be based on the addition or deletion of petroleum cleanup sites serviced, at the same rates authorized for the Contractor for that fiscal year.

The Contractor shall be paid on a fee schedule basis based on estimates of the costs to manage a specified number of sites. This is not a fixed price or cost plus contract. The monthly amount is based on the level of effort measured in personnel required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel, cost of personnel and overhead are based on the Contractor's actual cost and the total number of sites the Contractor manages. Consideration in terms of personnel time is also given for specific technical and administrative activities on a task by task basis. Payment for active sites shall be based on the date of initiation and pro-rated over a 12-month period. Additional sites added during the course of the year will be prorated from the month the site is assigned. Site Rehabilitation Completion Orders (SRCO) with or without conditions issued pursuant to Rules 62-770.680 or 62-770.760, Florida Administrative Code ("F.A.C."), during the course of the year shall not reduce the total number of sites assigned to the Contractor during any fiscal year.

9. Funding for this Contract is through the Inland Protection Trust Fund (IPTF) and the Contractor shall track this funding separate from direct appropriations and any other funds in accordance with the Scope of Services (Attachment A). The Department shall encumber funding upon the execution of a Task Assignment Notification Form or a Task Assignment Change Order Form.

10. Payment terms shall be as follows:

A. All invoices for amounts due under this Contract shall be submitted in accordance with the Scope of Services, Contractor Financial Management Section (Attachment A, Section 7). All travel and incidental expenses for the Contractor are included in the fee schedule amount described in paragraph 8.

B. Contractor invoices will not be approved for payment unless the provisions of paragraph 13 are completed in a satisfactory and timely manner and information contained in the status report is accurately reflected in the Petroleum Contamination Tracking (PCT) System. Requests for reimbursement of non-expendable equipment costing one thousand (\$1,000) dollars or more, which is authorized under a Task Assignment for purchase, will not be approved for payment unless the invoice for said equipment is accompanied by a properly completed Property Reporting Form (Attachment F), as per paragraph 33.

C. Four (4) copies of each invoice shall be submitted to:

Department of Environmental Protection  
Bureau of Petroleum Storage Systems, MS #4575  
Attn: Accountant  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

D. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

11. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.
12. The Contractor and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted within its jurisdiction follows all rules and procedures established by the Department's Environmental Assessment Section, Chapter 62-160, F.A.C. except as modified or directed by the Bureau of Petroleum Storage Systems for the Petroleum Cleanup Program.

### III. DELIVERABLES

13. The Contractor shall submit monthly reports and deliverables as follows:
  - A. The monthly Contractual Services Invoice form (Attachment G2) shall be accompanied by the Monthly Contract Invoice Cover Sheet Form (Attachment G3) and required backup documentation per Site Report Spreadsheet Form (Attachment G4) per Instructions for Contract Invoice (Attachment G1).
  - B. The Contractor shall submit originals or scanable copies of all Site Assessment Reports (SARs), Remedial Action Plans (RAPs), Site Rehabilitation Completion Reports (SRCRs), and other technical reports generated or received, and all correspondence to and from the Contractor, such as letters, memos, and notes to the Department, within sixty (60) days of receipt or initiation, and shall retain copies in its office.
  - C. Documentation, in the form of required invoicing with attached information, must be in detail sufficient for pre-audit and post-audit review and approval of invoices.

### IV. MANAGEMENT

14. All services performed by the Contractor shall be in accordance with applicable statutes, and rules including Sections 376.300 through 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C. and written Department guidance. All guidance as amended and distributed by the Department during the term of this Contract shall be considered part of this Contract. Guidance documents shall be supplied or made available by the Department on a timely basis.
15. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F. S.
16. The Department's Contracts Administrator may terminate this Contract for the Department's convenience by giving thirty (30) calendar days written notice to the Contractor. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of such termination, the Contractor shall be compensated for work satisfactorily completed and irrevocable commitments made. Additionally, this Contract may be terminated by the Department at any time for failure of the Contractor to perform in accordance with the terms and conditions contained herein by giving thirty (30) calendar days written notice to the Contractor.

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17. Any and all matters or notices shall be delivered to the parties at the following addresses:

<u>Contractor</u>	<u>Department</u>
Hillsborough County Board Of County Commissioners Hillsborough County Environmental Protection Commission Attn: Hooshang Boostani 1900 9th Avenue Tampa, FL 33605 Telephone: (813) 272-5955 Facsimile: (813) 276-2256 E-mail: mckelvey@epchc.org	Florida Department Of Environmental Protection Bureau of Petroleum Storage Systems Attn: Grace Rivera 2600 Blair Stone Road, MS 4530 Tallahassee, FL 32399-2400 Telephone: (850) 921-0839 Facsimile: (850) 414-7797 E-mail: Grace.Rivera@dep.state.fl.us

18. The Department's Contract Manager is Grace Rivera, Environmental Manager, (850) 921-0839. The Contractor's Contract Manager is Hooshang Boostani, Contract Manager, (813) 272-5955. All matters shall be directed to the Contract Managers for appropriate action or disposition.
19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for purchasing threshold Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
20. Pursuant to Section 216.2815, F. S., all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law. This Contract may be unilaterally canceled by the Department, for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F. S., and made or received by the Contractor in conjunction with this Contract.
21. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
22. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
23. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provision of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
24. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or other authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three (3) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

25. In addition to the provisions contained in paragraph 24 above, the Contractor shall comply with the applicable provisions contained in Attachment H. A revised copy of Attachment H, Exhibit-1, must be provided to the Contractor with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Contract for purposes of assisting the Contractor in complying with the requirements of Attachment H. If the Contractor fails to receive a revised copy of Attachment H, Exhibit-1, the Contractor shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.
26. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
27. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
28. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
29.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
30. This Contract is an exclusive contract for services and may not be assigned to whole or in part without the prior written approval of the Department.
31. The Contractor shall not subcontract, assign or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
32. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the employees not otherwise protected.
33. Upon satisfactory completion of this Contract, the Contractor may retain ownership of the equipment purchased under this Contract. However, the Contractor shall complete and sign a Property Reporting

Form, (Attachment F), and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:

- A. The Contractor shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
  - C. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in the Contractor's possession for use in a contractual arrangement with the Department.
  - D. Additional requirements may be imposed on executed Task Assignments outlining the purchase of equipment.
34. In accordance with Section 216.347, F. S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
35. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

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**VI. ENTIRE AGREEMENT**

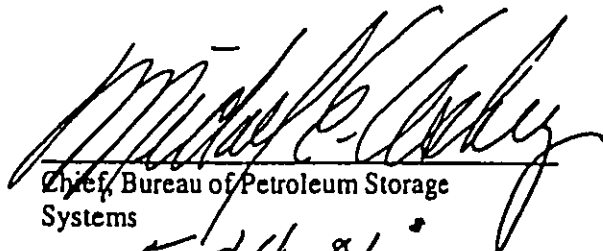
36. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Title:

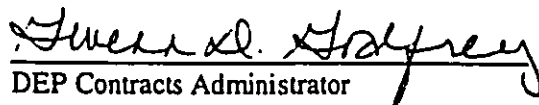
  
\_\_\_\_\_  
Chief, Bureau of Petroleum Storage Systems  
5-24-01

\_\_\_\_\_  
Date

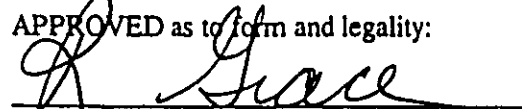
\_\_\_\_\_  
Date

FEID NO. 59-6000661

\_\_\_\_\_  
Hillsborough County Clerk

  
\_\_\_\_\_  
DEP Contracts Administrator

APPROVED as to form:  
\_\_\_\_\_

APPROVED as to form and legality:  
  
\_\_\_\_\_  
DEP Assistant General Counsel

\_\_\_\_\_  
Hillsborough County Attorney

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	A	Scope of Services (4 Pages)
Attachment	B	Contract Definitions (2 Pages)
Attachment	C	Task Assignment Notification Form (1 Page)
Attachment	D	Task Assignment Change Order Form (1 Page)
Attachment	E	Multiplier Spreadsheet for Compensation Form (1 Page)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G1	Instructions for Contract Invoice (1 Page)
Attachment	G2	Contractual Services Invoices Form (1 Page)
Attachment	G3	Monthly Contract Invoice Cover Sheet Form (1 Page)
Attachment	G4	Site Report Spreadsheet Form (2 Pages)
Attachment	H	Special Audit Requirements (5 Pages)
Attachment	I	Administrative Performance Criteria (1 Page)
Attachment	J	Guidance Documents (1 Page)
Attachment	K	Non-Program Site Management Procedures (2 Pages)

RECEIVED

JUN 11 2001

DEP CONTRACT NO. GC513  
AMENDMENT NO. 3

EPC/Waste Management Division

THIS CONTRACT as entered into on the 30th day of September, 1997, and amended on the 19th day of February, 1999, and on the 9th day of August, 1999, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION (hereinafter referred to as the "CONTRACTOR") is hereby amended as follows:

- Scope of Services is hereby deleted in its entirety and replaced with the following:

**SCOPE OF SERVICES**

The Department hereby retains the CONTRACTOR for the following specific purposes and duties:

1. Perform compliance inspections at the following Chapter 376, Florida Statutes (F.S.) facilities: storage facilities regulated pursuant to Sections 376.30 – 376.317, F.S. (excluding cattle dip vats, dry cleaning facilities and designated brownfields) and Rule 62-761, Florida Administrative Code (F.A.C.), including mineral acid tanks regulated by the DEP in accordance with Sections 376.320 – 376.326, F.S. and Rule 62-761.890, F.A.C. Perform compliance inspections within the jurisdictional (geographical) boundaries of, including facilities registered to, Hillsborough County as required by an executed Task Assignment(s). In addition, perform closure, installation, discharge inspections, and re-inspections, as applicable, in accordance with each Task Assignment. Inspections shall be performed by an individual(s) in a position equivalent to an Environmental Specialist I level or higher. Beginning on the effective date of this Contract, the CONTRACTOR is authorized to enter private property in order to carryout inspections pursuant to Sections 403.091 and 403.858, Florida Statutes.

Site inspection responsibilities shall include:

- A. Contacting facility owners or operators, in writing or verbally to schedule compliance, installation and tank closure inspections. The DEP Task Manager may require written notification of inspections if verbal methods have proved unsatisfactory.
- B. Meeting with the owners or operators of all regulated facilities in Hillsborough County and determining compliance with Chapter 62-761, F.A.C., and Chapter 376, F.S., with the exception of CONTRACTOR-owned/operated facilities. Inspections should be performed in accordance with each executed Task Assignment in the following priority order:
  1. Perform a discharge inspection at all facilities with known or suspected discharges involving free product within twenty-four (24) hours of receipt of notification. Send Cleanup Notification letter to facility owners or operators.
  2. Perform a discharge inspection at all facilities with known or suspected discharges within ten (10) working days of receipt of notification. Send Cleanup Notification Letter to facility owners or operators, if appropriate.
  3. Perform all Closure Inspections at all known storage tank system closure activities.
  4. Perform all installation inspections of new installations in Hillsborough County to ensure that the system is properly installed and constructed in accordance with the applicable provisions of Chapter 62-761, F.A.C.
  5. Perform routine compliance inspections and required re-inspections at facilities listed on each executed Task Assignment. The list will include all facilities with at least one regulated system.

6. The CONTRACTOR will perform routine compliance inspections and required re-inspections of facilities listed on each executed Task Assignment based on resources and priorities. Facilities not inspected during the current executed Task Assignment must be inspected during the subsequent Task Assignment.
  7. Re-inspections should be performed only as needed to verify compliance of items previously identified as having a moderate or major potential for harm to the environment or a moderate or major extent of deviation from regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (Guidance Document A) and Appendix A of the Storage Tank & Contamination Monitoring System Guidelines (Guidance Document D). All violations, regardless of severity, which solely involve notification or reporting, will not require a re-inspection. The CONTRACTOR may not perform an indicated re-inspection if the CONTRACTOR and the Department's Task Manager agree it is unwarranted.
- C. Distribute registration forms to all unregistered facilities that become known to the CONTRACTOR as they are discovered, perform compliance inspections at all unregistered facilities found that are subject to Chapters 62-761, F.A.C., and take appropriate measures where required to obtain compliance.
  - D. Complete inspection forms (Guidance Document E) in accordance with the minimum standards referenced in Guidance Document D.
  - E. Respond to complaints by performing a complaint investigation, documenting actions taken utilizing a DEP Task Manager approved complaint response form, and maintain copies of all complaint information in the appropriate facility file.
  - F. Respond to requests for public assistance both in the office and during inspections.
2. A. Perform Level One Enforcement actions. These actions shall include investigation and documentation of violations, preparation of noncompliance letters and warning letters and related activities as described in Attachment A and in accordance with the Storage Tank Program Guidance Memo on Post Inspection Procedures (Guidance Document B) and Level of Effort Memo (Guidance Document H). Level One enforcement activities shall be conducted by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher. All enforcement documents shall be on DEP forms, in DEP format, or have DEP approval. Any penalties assessed under this Contract shall be in accordance with DEP's penalty policy and procedures.
  - B. Perform Level Three Enforcement actions. These actions shall include initiation and completion of administrative and judicial enforcement actions as lead agency as described in Attachment A-1. Enforcement documents including consent orders, notices of violation, and final orders shall be completed and enforced under the CONTRACTOR's ordinances. Level Three Enforcement activities shall be conducted by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher. All enforcement documents shall be in DEP format, or have DEP approval.

To perform Level Three Enforcement activities the county shall adopt Chapters 62-761, F.A.C., as their own county ordinances. If penalties are received from county enforcement activities, the CONTRACTOR shall reimburse the Department of Environmental Protection the costs of any inspections needed beyond the initial re-inspection.

3. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of each Task Assignment and upon discovery shall notify the DEP Task Manager of any problems that would delay or prevent the timely progress and completion of each Task Assignment. Four months from the effective date of each Task Assignment, the CONTRACTOR should have completed 33 percent of the required routine compliance inspections as indicated by the Task Assignment. If the actual number of required routine compliance inspections falls below 20 percent for the fourth month, 30 percent for the fifth month, 40 percent for the sixth month, 48 percent for the seventh month, 57 percent for the eighth month, 65 percent for the ninth month, 73 percent for the tenth month, or 82 percent for the eleventh month, then the CONTRACTOR shall submit a Corrective Action Plan, within ten (10) days of receipt of a written request from the DEP Task Manager, to the DEP Task Manager describing the steps it will take to meet the terms of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The DEP Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision. If the CONTRACTOR does not successfully implement the Plan as approved by the DEP Task Manager for the remaining months of the Task Assignment, the Department may withhold further payment of monthly invoices until such time as the CONTRACTOR comes into compliance with those performance levels as outlined above. A completion rate of 100 percent is required for those activities described in paragraph 1, above, and as set forth in the Task Assignment. In the event the CONTRACTOR is unable to meet 100% performance levels set forth in the Task Assignment, the Department reserves the right to seek cost recovery according to the percentage of the amount identified in the executed Task Assignment, unless failure of the CONTRACTOR to perform is documented to be beyond the foreseeable control of the CONTRACTOR (i.e. a force majeure event).
4. For purposes of this Contract, it is understood and agreed by the parties hereto that the first Task Assignment issued may be for a period of less than twelve (12) months. In instances where an executed Task Assignment is for a period less than twelve (12) months, the following method will be used by the CONTRACTOR to assess performance monthly: The CONTRACTOR shall perform inspections as directed in the previously stated Priority Order. The rate of routine inspections shall be at the percentage rate per month as identified in the Task Assignment. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision.

To assist the CONTRACTOR in complying with the terms and conditions established herein, standard program terminology used throughout this Contract is defined and provided in Attachment A-1, attached hereto and made a part hereof.

It is hereby understood and agreed that all references in this Contract to Florida Statutes, Florida Administrative Code, and guidance documents shall be for the laws, rules, and guidance documents in effect at the time work is performed by the CONTRACTOR.

The Department shall authorize the CONTRACTOR to provide services under this Contract utilizing the Task Assignment Form attached hereto and made a part hereof as Attachment B. The CONTRACTOR acknowledges that no work shall be performed until a Task Assignment authorizing work has been fully executed by the Department and the CONTRACTOR. If, during the term of an executed Task Assignment, a modification of the Task Assignment is needed, the Department may issue a new Task Assignment Form clearly marked with the original task number and the appropriate amendment number, detailing the revised description of the work to be performed. As with the original Task Assignment, all amendments must be executed by both the Department and the CONTRACTOR prior to the work being performed.

-- CONTRACTOR RESPONSIBILITIES section is hereby revised to include the following provisions as paragraphs 21 and 22, respectively:

21. The CONTRACTOR shall submit a satisfactory corrective action plan to the Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days.
22. The CONTRACTOR shall not allocate funding to non-program activities outside the Scope of the Contract or Task Assignment. The CONTRACTOR acknowledges the provisions of Sections 376.3071 and 376.11, F.S., prohibit the use of Inland Protection Trust Fund and Florida Coastal Protection Trust Fund moneys for purposes other than those specified in those sections.

-- MANAGEMENT section is hereby revised to include the following provision as paragraph 14:

14. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its web site. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

-- Attachment A is hereby deleted in its entirety and replaced with Attachment A-1. All references in the Contract to Attachment A are hereby revised to read Attachment A-1.

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In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed, the day and year last written below.

HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Michael A. Kelley*  
Secretary of designee

Date: 6-7-01

*Suzanne C. Godfrey*  
DEP Contracts Administrator

Approved as to form and legality:  
*[Signature]*  
DEP Attorney

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Standard Contract Definitions (6 Pages)

RECEIVED  
JUN 11 9 18 AM '01  
REC'D  
JUN 11 9 18 AM '01