

LEPC TIER II AGREEMENT

FISCAL YEAR 2023-2024

This Agreement, made by and between the Oklahoma Department of Environmental Quality hereinafter referred to as “DEQ” and the _____ LEPC hereinafter referred to as “LEPC” for the purpose of providing SARA¹ Title III Tier II facility information to paid and volunteer fire departments within the boundaries of said LEPC on behalf of the DEQ agree to the following provisions:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF AGREEMENT

- A.** This agreement is authorized under the authority of the Oklahoma Environmental Quality Code at 27A O.S. §§ 2-3-201 and 2-3-202, and the Oklahoma Hazardous Materials Planning and Notification Act (27A O.S. § 4-2-101 et seq).
- B.** This agreement shall be effective from the date of execution hereof through June 30, 2024.
- C.** The parties to this agreement understand and acknowledge any future agreements or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this agreement is effective only for the term set forth in Paragraph I (B) above.

II. DUTIES AND OBLIGATIONS

- A.** **DEQ** shall provide information received from the regulated community² regarding SARA III Tier II facility information to LEPC on or before April 1, 2024. Information from any additional facility filings received by the DEQ after the distribution of the April 1 report shall be forwarded to the LEPC at the time it is available from DEQ.
- B. THE LEPC shall:**
 - a. Provide Tier II facility information received from DEQ to all paid and volunteer fire departments within the boundaries of the LEPC, either electronically or paper copy.
 - b. Act as central repository for Tier II information allowing access to the information and informing all paid and volunteer fire departments within the LEPC about procedures for obtaining information.

¹ Superfund Amendments and Reauthorization Act of 1986

² Those facilities required to report under 40 CFR Part 370.

- c. Maintain a list of fire departments and points of contact receiving the most current Tier II information.
 - d. Submit to DEQ annually the methodology by which the Tier II reports were distributed or made available to fire departments in its jurisdiction.
 - e. Submit to DEQ annually a list of current LEPC officers.
 - f. If seeking payment, submit to DEQ annually a payment application for Tier II distribution before June 30.
- C. LATE FILINGS:** If facilities are late in filing information with DEQ, the information shall be forwarded to LEPC as soon as after its receipt by DEQ. In turn, the LEPC shall provide information to fire departments in its jurisdiction as soon as practical after receipt by the LEPC.

III. COMPENSATION

- A. PAYMENT:** The maximum payment under this Agreement is ONE THOUSAND DOLLARS (\$1,000.00), payable to the LEPC or its designee as funds are available, for use with LEPC activities. Use of all funds shall be in accordance with established LEPC procedures.
- B. PAYMENT APPLICATION:** In order for the LEPC to receive payment under this Agreement the LEPC shall complete and submit the attached PAYMENT APPLICATION prior to the final date of the agreement, June 30, 2024.

IV. GENERAL PROVISIONS

A. AUDIT AND RECORDS CLAUSE:

- i. As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the LEPC agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract.
- ii. The LEPC is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later.

B. NO GRANT OF AUTHORITY: Nothing herein shall be construed as conferring upon the LEPC the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of DEQ, and the LEPC agrees not to assume or incur any such liability or obligation without the prior express written consent of DEQ.

C. AMENDMENT AND MODIFICATION: No oral statement of any person shall modify or otherwise affect the terms, conditions of this Agreement. This Agreement may not be modified, altered or amended except in writing, and duly executed by the parties hereto. All amendments to this contract shall be accomplished by the mutual negotiation of such amendments. All amendments shall be written and signed by both parties, and will become a part of the complete Agreement.

D. TERMINATION or REDUCTION:

- i. **TERMINATION FOR CONVENIENCE:** This Agreement is subject to termination for convenience upon thirty (30) days advance written notice by either party. Notice of cancellation shall be made by Certified Mail to the business address of record. If the Agreement is terminated, DEQ shall be liable only for products and/or services delivered and accepted, and for costs and expenses prior to the date upon which the Notice of Termination for Convenience was received.
 - ii. **TERMINATION FOR CAUSE:** DEQ may terminate the Contract immediately, without a 30-day written notice to the LEPC, when violations are found to be an impediment to the function of DEQ and detrimental to its cause. If the Agreement is terminated, DEQ shall be liable only for payment of products and/or services delivered and accepted.
 - iii. **TERMINATION/REDUCTION DUE TO LACK OF FUNDING:** DEQ may terminate this Agreement in the event that DEQ is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of DEQ. DEQ shall notify the LEPC of any such termination by delivering to the LEPC a Notice of Termination Due to Lack of Funding, specifying the terms and effective date of Agreement termination. The effective date of termination shall be specified in the notice. In the event DEQ experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, DEQ may reduce the Agreement amount. Notice of such reduction shall be sent in writing to the LEPC.
- E. NOTICE:** Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- F. CHOICE OF LAW:** Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Agreement shall be governed by the laws of the State of Oklahoma.

G. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Agreement shall be in Oklahoma County, Oklahoma.

In witness whereof, the parties have executed this agreement on the day and year signed below.

**Oklahoma Department of
Environmental Quality
707 N. Robinson, P.O. Box 1677,
Oklahoma City, Oklahoma, 73101-1677**

LEPC: _____

ADDRESS: _____

Kathy Aebischer
Director of Administrative Services

Signature of Authorized Representative

Printed Name of Authorized
Representative

DATE

DATE

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No Reimbursement Requested

By checking this box, the LEPC is notifying DEQ of its desire to not receive the \$1,000 reimbursement for distributing the Tier II reports.