NOTICE OF FINANCIAL ASSISTANCE AWARD


1. PROJECT TITLE
Economic Development Activities under the Pinellas County Industry Council

2. INSTRUMENT TYPE
x COOPERATIVE AGREEMENT

3. RECIPIENT (Name, address, Zip code, telephone no.)
St. Petersburg/Clearwater Economic Development Council
7993 114th Avenue North - Suite 1
Largo, Florida 33773

4. INSTRUMENT NO.
DE-FG04-95AL87471

5. AMENDMENT NO.
M007

6. BUDGET PERIOD
FROM: 01-01-98
THRU: 12-31-99

7. PROJECT PERIOD
FROM: 03-08-98
THRU: 12-31-02

8. RECIPIENT PROJECT DIRECTOR (Name and telephone no.)
William M. Castoro, Executive Director
ph: 813-541-8010

9. RECIPIENT BUSINESS OFFICER (Name and telephone no.)
Heidi Dehn, Administrative Assistant
ph: 813-541-8010

10. TYPE OF AWARD
x NEW
CONTINUATION
RENEWAL
REVISION
x SUPPLEMENT

11. DOE PROJECT OFFICER (Name, address, Zip code, telephone no.)
Franklin Gregory, Program Manager, KAO
P.O. Box 5400
Albuquerque, NM 87185-5400
ph: 505-845-5020

12. ADMINISTERED FOR DOE BY (Name, address, Zip code, phone no.)
Nancy R. Hoffman, Contract Specialist
P.O. Box 5400
Albuquerque, NM 87185-5400
ph: 505-845-4127

13. RECIPIENT TYPE
d STATE GOVT
d INDIAN TRIBAL GOVT
d HOSPITAL
x FOR PROFIT ORG.
x C
x P
x SP
x INDIVIDUAL
x OTHER NONPROFIT ORG.
x OTHER (Specify):

14. ACCOUNTING AND APPROPRIATIONS DATA
a. Appropriation Symbol b. B & R Number c. FT/AFP/OCC d. CFA Number
89X0243 TF GG6803 25.2 ALT731
XID060322027 & 29 81.103

15. EMPLOYER ID NO.
59.0008080

16. BUDGET AND FUNDING INFORMATION
a. CURRENT BUDGET PERIOD INFORMATION
(1) DOE Funds Obligated This Action $2,053,319
(2) DOE Funds Authorized for Carry Over $4,311,450
(3) DOE Funds Previously Obligated In This Budget Period $ 0
(4) DOE Share of Total Approved Budget $6,364,769
(5) Recipient Share of Total Approved Budget $73,000
(6) Total Approved Budget $6,437,769

b. CUMULATIVE DOE OBLIGATIONS
(1) This Budget Period $2,053,319
(Total of Lines a(1) and a(3))
(2) Prior Budget Periods $7,887,691
(3) Project Period to Date $9,741,010
(Total of Lines b(1) and b(2))

17. TOTAL ESTIMATED COST OF PROJECT: $9,814,010
(This is the current estimated cost of the project. It is not a promise to award nor an authorization to expend funds in this amount.)

18. AWARD AGREEMENT TERMS AND CONDITIONS
This agreement consists of this form plus the following:
a. Special terms and conditions.
b. Applicable program regulations (specify):
c. DOE Financial Assistance Rules, 10 CFR 600, as amended.
d. Application/proposal, as supplemented.
x as submitted
x with changes as negotiated (Date)

19. REMARKS: The Liability Clause of the Cooperative Agreement is replaced with new language. (See pages 2-4.)

20. EVIDENCE OF RECIPIENT ACCEPTANCE
Signature of Recipient's Authorized Official
Name (Typewritten):
Title (Typewritten):
Date:

21. AWARDED BY
Signature of Awarding Official
Name:
Title:
Date:

EXHIBIT "J"
Block 19 (continued):

a. Article X - "Liabilities," under Part I - "Scheduled Articles," is removed and replaced with the following language:

**ARTICLE X - LIABILITIES**

DOE shall defend, hold harmless and indemnify the Participant and its Tenants from any claims by third persons for damages to persons or property arising from the release or threatened release of any hazardous substance (as that term is defined in 42 U.S.C. §9601(14)) at the Pinellas Plant as a result of DOE activities at the Pinellas Plant which occurred prior to March 17, 1995 subject to the following conditions:

1. If any suit or action is filed or any claim is made against the Participant or its Tenants, the Participant or Tenant shall -

   a. Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received; and
   b. Authorize Government representatives to collaborate with counsel for the Participant or its Tenants in settling or defending the claim; and
   c. Authorize Government representatives to settle or defend the claim and to represent the Participant or its Tenants in or to take charge of any litigation if required by the Government; and
   d. Obtain the written authorization of the Contracting Officer to defend the claim or to pay any reimbursable costs incurred by the Participant or its Tenants under this Article X - Liabilities.

2. DOE's duty to defend, hold harmless and indemnify the Participant or its Tenants from any claims by third persons shall not be asserted by the Participant or its Tenants if the claim results solely from any of the Participant's or Tenant's actions or inactions occurring after March 17, 1995. If the Participant's or Tenant's actions or inactions occurring after March 17, 1995 contributed to any claims by third persons, the DOE shall defend the Participant or its Tenants, but shall not pay for those costs (including those costs of litigating and negotiating with claimants as referenced in paragraph (4) below) in an amount proportional to the percentage of fault, negligence or responsibility of the Participant or its Tenants. If there is a dispute regarding whether the Participant's or Tenant's actions or inactions caused or contributed to damages, DOE shall provisionally defend and hold harmless the Participant or its Tenants, provided that, if it is determined in any final judicial or administrative proceeding that the Participant's or its Tenant's actions or inactions caused or contributed to the claim, the Participant or Tenant shall reimburse DOE for the amount of costs paid by DOE in an amount proportional to the percentage of fault, negligence or responsibility allocated to the Participant or Tenant by the judgment, ruling, determination, or settlement.
(3) DOE's duty to defend, hold harmless and indemnify the Participant's Tenants from any claims by third persons shall immediately attach to any Tenant or Participant (or Participant's successors) upon execution by its Tenants of a Lease for space at the former DOE Pinellas Plant. Once such duty attaches, it shall survive any modification or termination of the Lease or change of Landlord under the Lease. Any Tenant under such a Lease shall be a third-party beneficiary of this Article X - Liabilities.

(4) DOE's duty to defend, hold harmless and indemnify the Participant or its Tenants from any claims by third persons shall include responsibility for all costs of litigating and negotiating with claimants (including, but not limited to, reasonable attorneys', consultants', accountants', expert witnesses', and stenographers' fees); provided that such costs meet the terms and conditions stated in Part IV, Section B, Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles." For purposes of this Article X - Liabilities, the term "subawardee" used in Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles," includes the Participant's Tenants.

(5) The Pinellas Plant Environmental Baseline Report (Document Number MMSC-EM-97013, dated June 1997, hereinafter referred to as the "EBR"), shall be used by the parties as a basis for determining the condition of the Pinellas Plant as of March 17, 1995, and whether the claim for damages directly arises from the release or threatened release of any hazardous substance at the Pinellas Plant as a result of DOE activities at the Pinellas Plant prior to March 17, 1995. The EBR is hereby defined to include all data and reports referenced in its text or in any Exhibit, Appendix, or Attachment to the EBR; any new information (including assessment/remediation reports, and implementation plans) prepared by or for the DOE which augment, supplement, or update the EBR or relate to environmental conditions at the Pinellas Plant prior to March 17, 1995; and any revisions based upon regulatory review comments.

(6) All costs incurred by the Participant or its Tenants pursuant to this Article X - Liabilities must meet the terms and conditions stated in Part IV, Section B, Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles." For purposes of this Article X - Liabilities, the term "subawardee" used in Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles," includes the Participant's Tenants.

(7) DOE's duty to defend, hold harmless and indemnify the Participant and its Tenants is subject to the availability of appropriated funds at the time a claim is submitted to the Contracting Officer. Nothing in this Agreement shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(8) Any dispute between the DOE and the Participant's Tenants regarding this Article X - Liabilities shall be resolved in accordance with Part IV, Section C, Clause 22 of this Agreement, entitled "Disputes and Appeals." For purposes of this Article X - Liabilities, the term "recipient" used in Clause 22 includes the Participant's Tenants.

Except for those damages arising out of the release or threatened release of any hazardous substance as described herein ("Other Damages"), DOE shall not be liable for any damages to persons or to Participant's and its Tenants' property incurred by the Participant and its Tenants in the performance of work under this Agreement. The Participant shall maintain financial coverage for potential liability for such Other Damages as agreed upon by the Participant and Contracting Officer.
It is understood that the Participant is fully self-insured pursuant to Florida Statute 768.28 for its premises, operations, contractual and automobile exposure. The Government shall not be liable to the Participant or its Tenants, its employees, Community Reuse Organization (CRO) members, or agents for any consequential losses or damages such as loss of anticipated profits, interest, loss by reason of plant or facility shutdown or non-operation or increased expense of operation of any facility or any equipment.

b. All other terms and conditions remain unchanged.