

**ADVANCED WATER
TREATMENT CONTRACTS**

HILLSBOROUGH

Community College

OFFICE OF THE PRESIDENT

Gwendolyn W. Stephenson, Ph.D.

April 19, 2002

David H. Paul
President
David H. Paul, Incorporated
PO Box 2590
Farmington, New Mexico 87499

RE: Advanced Water Treatment Program Contract

Dear Mr. Paul:

Enclosed for your retention is an executed copy with original signatures of the Advanced Water Treatment Program Contract between D.H. Paul, Inc. and Hillsborough Community College, for course work leading to a Certificate of Completion, Post Secondary Adult Vocational Certificate and an Associate of Applied Science Degree in Advanced Water Treatment or other related water treatment courses.

Should you have any questions, please contact me at 813/253-7007.

Sincerely,

Martha Kaye Koehler /td

Martha Kaye Koehler
College Attorney

/td

Enclosure

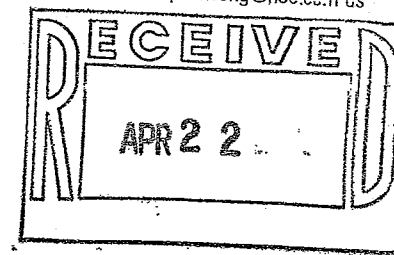
cc: Fred Webb ✓
Dr. Felix Haynes
Delores Sanford

988-6043

Juli

813-476-1262 cell

P.O. Box 31127 • Tampa, FL 33631
(813) 253-7050 • FAX (813) 253-7183
e-mail: Stephenson@hcc.cc.fl.us



ADVANCED WATER TREATMENT PROGRAM CONTRACT

This CONTRACT is entered into this 10th day of April 2002 by and between David H. Paul, Incorporated (DHP), P.O. Box 2590, Farmington, NM 87499 and Hillsborough Community College (COLLEGE), P. O. Box 31127, Tampa, FL 33631-3127.

WHEREAS, DHP is both willing and qualified to offer classes fully accredited by the COLLEGE and course work leading to a Certificate of Completion, Post Secondary Adult Vocational Certificate and an Associate of Applied Science/Degree (C/D) in Advanced Water Treatment (AWT) or other water treatment courses that prepare and train personnel for employment in municipal and industrial water treatment facilities;

WHEREAS, DHP has determined that as a matter of expediency and prudence, it must provide such instructional and experienced training through a community college with access to classroom and laboratory facilities specifically set up to support such instruction and hands on experience for the above referenced classes and programs;

WHEREAS, the COLLEGE also desires to offer to its students a C/D in Advanced Water Treatment (AWT) or other water treatment courses by fully qualified instructors, and the COLLEGE can provide such classrooms and specialized laboratory facilities for such courses and can extend the necessary certification for such classes and programs; and

WHEREAS, the parties hereto desire to enter into a Contract to provide the necessary classroom and laboratory facilities and instructions in which such accredited classes/courses shall be provided, and to set forth herein their mutual obligations.

IT IS THEREFORE AGREED AND UNDERSTOOD, AS FOLLOWS:

1. PURPOSE AND TERM OF CONTRACT

The purpose of this Contract is to set forth the terms and conditions for the development and implementation of the classes, course work, facilities, equipment and responsibilities for the C/D in Advanced Water Treatment (AWT) or other related water treatment courses between the two parties with the initial term of the Contract commencing April 10, 2002, and ending on December 31, 2006 subject to annual performance reviews and extensions of two years thereafter by mutual agreement. The annual performance reviews referenced by this paragraph may be conducted by the COLLEGE to allow the COLLEGE to determine if DHP is performing effectively the obligations set out in this Contract. If the COLLEGE determines that DHP is not doing so, it will give DHP notice and allow it not less than sixty (60) days to attempt to remedy performance concerns raised by the COLLEGE. If after the period of time to remedy performance concerns the COLLEGE determines that one or more of such performance concerns remain, the COLLEGE may unilaterally terminate this Contract at the end of the then current fiscal year.

2. DHP AGREES TO:
- A. Customize its (AWT) curriculum to satisfy community college credit hour requirements attached as Attachment 1.
 - B. Initiate and maintain an aggressive recruitment and marketing plan to achieve an average enrollment of 50 students in the AWT credit program.
 - C. Acquire its own product liability, professional liability and other appropriate insurance coverage and add the COLLEGE as an additional insured party. DHP shall provide evidence of such coverage within 30 days of execution of this Contract, and by January 1 annually thereafter.
 - D. Be responsible for program content, teaching techniques and other curriculum modifications subject to community college requirements.
 - E. Require all AWT students in credit classes to apply and be registered through the COLLEGE.
 - F. Adhere to all facility/grounds usage procedures (including signage and facility access).
 - G. Provide appropriate COLLEGE personnel unrestricted access to the DHP areas; however, such personnel will make every effort not to interrupt classes or work in progress.
 - H. Permit the College to receive all student payments for credit classes.
 - I. Follow the COLLEGE Student Code of Conduct and OSHA standards, the State requirements for educational facilities, and any other standards of care required for educational facilities in the State of Florida while administering the program.
 - J. Have all "official student enrollment" data only be released by the College.
 - K. Have all recruitment literature note this is a joint COLLEGE/DHP Advanced Water Treatment Program. This literature is to be reviewed and approved by the parties prior to dissemination.
 - L. Hire and employ necessary instructors for the program.
 - M. Notify the COLLEGE of any change in the DHP fee three (3) months in advance of the beginning of the Term in which the fee will be implemented.

3. COLLEGE AGREES TO:

- A. Provide facilities consisting of:
 - a. 2 offices for instructors
 - b. Chemical Storage area (vented)
 - c. Plant area (drain system, AC/Heat)
 - d. Lab area (lab benches and chairs, drying racks, 2 large sinks, hood-vent system, safety shower for eyes)
 - e. Classroom (comfortable chairs and tables for a minimum of 60 students, including as a minimum 2 large white boards, projection screen, overhead projector, TV and VCR, and an LCD projector)
 - f. Convenient access to a computer lab
- B. Assess to students and reimburse DHP for the DHP Fee which covers all faculty/instructor fees and costs for credit classes in the Schedule of Classes (Attachment 2) or as mutually agreed to among the parties. The DHP Fee is \$2,500.00 per student per semester class for DHP classes during the first contract year.
- C. Pay the DHP Fee of \$2,500 per student per semester class to DHP upon presentation of an invoice that states the instructor's name, social security number and classes/sections taught. The faculty/instructors remain employees of DHP. Payment is due within 45 days from the invoice date. A finance charge of 1.5% per month is due for late payments.
- D. Enroll all students and collect all student payments for credit classes.
- F. Permit and encourage students enrolled in the AWT program to apply for and receive state, federal, COLLEGE Foundation, private and institutional grants, scholarships, loans, work study employment and any other form of financial aid or assistance.
- G. Have all recruitment literature note this as a joint COLLEGE/DHP program. This literature is to be reviewed and approved by the parties prior to dissemination.
- H. Assess the regular tuition (based on residency of the student) per credit hour and to retain all such revenues.
- I. Assess any special student course fee (excluding tuition) based on prior mutual agreement.
- J. Provide marketing/advertising support on an ongoing basis during the term of this Contract, including but not limited to preparing and distributing public service announcements and news releases to appropriate radio stations, newspaper offices and television stations in surrounding Tampa, Florida and other mutually agreeable locations; participate with DHP in the presentation of information meetings to the public (open houses), civic organizations, schools, military bases, and other mutually agreeable locations; prepare and provide ongoing

information about the program in the COLLEGE publications including campus newspapers, inserts in local newspapers, COLLEGE catalog, and other mutually agreeable locations; prepare and distribute, at its sole expense, COLLEGE flyers, brochures, catalogs, and other marketing articles which the COLLEGE currently provides for its programs; and prepare and provide other mutually agreeable marketing/advertising items. Commit to spending 10% of the program's anticipated FTE (Full-time Student Equivalent) annual State reimbursed income each year on advertising beginning the third year. This amount may be renegotiated by mutual consent.

- K. Provide counseling for students seeking enrollment and those students enrolled in the AWT program.
- L. Provide routine janitorial services, routine facility maintenance (maintenance on program equipment owned by DHP will remain the responsibility of DHP), routine maintenance on equipment and furnishings owned by the COLLEGE, and provide all utilities.

4. SCOPE OF WORK

DHP shall provide the curriculum development and instruction and all other services as set forth in this Contract. DHP shall provide instructional services and materials for all students registered by the COLLEGE in AWT credit classes.

5. COLLEGE AUTHORIZED REPRESENTATIVES' RESPONSIBILITIES

- A. The COLLEGE shall provide DHP with written notice of the COLLEGE's authorized representatives and their respective duties and responsibilities.
- B. A COLLEGE Authorized Representative shall review, evaluate, negotiate, administer, monitor, and recommend contractual performance elements for improvement and process related documentation. Final approval shall reside with the President of the COLLEGE.

6. ASSIGNMENT

None of the parties shall assign, sell or otherwise transfer its respective obligations or benefits under this Contract to any person, corporation and/or entity without prior written approval of the other parties.

7. FISCAL RESPONSIBILITY

The COLLEGE shall maintain an accounting system in accordance with the Generally Accepted Accounting Principles (GAAP), which shall segregate all financial transactions particular to the AWT program incurred during the terms of the Contract. DHP shall provide the College with invoices reflecting all costs associated with the AWT program.

8. EXAMINATION OF RECORDS

Both parties agree that their Authorized Representatives shall have access to and the right to request, examine, and photocopy any ledgers, books, documents and other records involving transactions directly related to this Contract.

9. SUBCONTRACTING

DHP shall not subcontract any work contemplated under this Contract with the exception of instruction contracts between DHP and its instructional staff.

10. DISCLOSURE OF CONFIDENTIAL INFORMATION

DHP agrees to maintain the confidentiality of any information regarding project participants or their families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, monitoring reports, or from any other source. Such information shall not be released to non-parties to this Contract except only upon written consent of the participant or through judicial order.

11. INTELLECTUAL PROPERTY RIGHTS

The COLLEGE agrees that the "instructional materials" used to teach the courses covered by this Contract are the property of DHP and will not be reproduced or copied in total or in part without the prior written approval of DHP.

The term "instructional materials" means without limitation all copies of manuals and instructional aids associated with courses conducted by DHP, drawings, graphics, and any other electronic, written and visual instructional aids used by DHP and provided to students and participants in courses conducted by DHP, all of which comprise original works of authorship by DHP. "Intellectual Property Rights" means any and all rights, titles and interests throughout the world in all know-how, trademarks, copyrights, trade secrets, patentable subject matter, and all other property and proprietary rights of DHP in connection with the courses and Instructional Materials. The term "Work" means the Instructional Materials and the Intellectual Property Rights. The COLLEGE claims no right, title or interest in the Work. The COLLEGE expressly waives any claim of right, title and interest in the Work. The COLLEGE hereby assigns to DHP any and all right, title and interest in the Work. The COLLEGE confirms the understanding of the COLLEGE that significant time, effort, and expense over several years have been devoted by DHP in development of the Instructional Materials, and in securing the Intellectual Property Rights. Continued protection of the Instructional Materials and Intellectual Property Rights is material and of utmost importance to DHP. During performance of the services of DHP for the COLLEGE, DHP will provide copies of Instructional Materials to participants and students. The COLLEGE, however, will acquire no right, title or interest in or to the Instructional Materials, and Intellectual Property Rights, directly or indirectly, from the services performed as provided in this Agreement, and will have no right to, and will not, use, make, sell, reproduce, reprint or publish the Instructional Materials or copies of the Instructional Materials. The COLLEGE hereby waives any and all right to claims of use of the Instructional Materials as

being "fair use." DHP retains the right to have participants and students sign individual agreements between the participants and students, and DHP, requiring the individual participants and students to comply with all the terms and conditions of this paragraph of the Contract.

12. CONTRACT MODIFICATIONS

- A. Any changes to the original Contract shall be initiated through the COLLEGE Authorized Representatives. A modification may be initiated by either party upon receipt of a written request from either party. Such a written request from DHP must be transmitted to the COLLEGE Authorized Representative.
 - (1) Upon review of DHP's request for modification the COLLEGE will inform DHP whether or not the requested changes are acceptable.
 - (2) A finalized modification must be made in triplicate and be signed by DHP and the authorized representative of the COLLEGE.
- B. Copies of all executed modifications shall be promptly provided to all parties.
- C. No other understanding, oral or otherwise, regarding the contents or subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto unless incorporated into this Contract through a formal modification.

13. TERMINATION

- A. The Contract may be terminated by mutual consent of the parties pursuant to provisions of this contract. Annual extensions after December 31, 2006, shall be automatic and by mutual agreement.
- B. Any party may cancel this Contract if such party has provided written notice to another party specifying the failure of that party to timely perform the services specified herein or otherwise fails to comply with applicable law or the express terms of this Contract, and the non-compliant party has failed or refused to rectify the situation complained of within sixty (60) days of the receipt of such notice.

14. INDEMNIFICATION

- A. DHP agrees that it will, at all times, during the term of this Contract indemnify the COLLEGE; and it shall hold harmless the COLLEGE, its officers, Board Members, agents, and employees and shall pay the costs of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property arising from DHP's performance under this Contract. DHP further agrees that the COLLEGE will be listed as an additional insured on the DHP General Liability Insurance Policy. DHP will

provide proof of such insurance upon execution of this Contract. DHP will immediately notify the COLLEGE Authorized Representatives of any change in insurance coverage.

15. DISPUTE RESOLUTION

In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other parties to this Contract and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. All cost associated with mediation shall be borne equally by the parties. It is the intent of the parties that the laws of Florida shall govern ANY legal actions and occur only in a court of competent jurisdiction in Florida.

16. COMPLIANCE WITH THE LAWS

DHP agrees to comply with all applicable Federal, Florida State and local laws, rules and regulations and all applicable COLLEGE policies and procedures identified in this Agreement.

17. REPORTING REQUIREMENTS

- A. The COLLEGE shall provide DHP a copy of the grades of all students enrolled in the AWT program, but not in violation of Federal Family Education Rights and Privacy Act (FERPA) and provisions of applicable laws of the State of Florida.
- B. Attendance and course completion status for each student must be completed by the COLLEGE at the end of each semester and a copy transmitted to DHP.
- C. The COLLEGE shall provide DHP an updated roster and financial standing of the students enrolled in the AWT classes one week after each withdrawal/refund period.

18. PAYMENT SYSTEM

- A. No payment shall be made to DHP for any performance related to the instructional activity prior to the contract period. The initial contract period will be April 10, 2002 through December 31, 2006. No invoices shall be honored after sixty (60) calendar days beyond the contract period unless justified in writing and approved by the COLLEGE Authorized Representative. No payment shall be made for any student that is not officially enrolled in the COLLEGE.
- B. DHP agrees to pay the COLLEGE for any services or goods the College provides to DHP staff which have been previously agreed to in writing by the parties.

C. DHP shall present any questions regarding invoice payments and allowable costs in writing to the COLLEGE Authorized Representative. The COLLEGE Authorized Representative shall respond in writing within fifteen (15) working days of receipt from DHP.

D. Invoices shall be submitted as follows:

(1) The Refund Policy of the COLLEGE will apply if all DHP books, aids, and instructional materials are returned in full.

(2) Payment of all instructional costs and fees shall be due within thirty (30) days of receipt of an invoice from DHP.

(3) Failure by DHP to submit invoices within 30 days following the end of the semester to which costs and fees occur may jeopardize payment from the COLLEGE.

19. TAXES

The COLLEGE is not responsible for any federal, state or local taxes that might accrue or be owed by DHP. DHP shall be solely responsible for such taxes.

20. FINANCIAL AID

Educational assistance grants, loans or other funding sources normally available to COLLEGE students for the purpose of offsetting the costs of admission and attendance in these programs will be offered to eligible students by the COLLEGE's Financial Aid Office staff.

All individuals requesting assistance in applying for a PELL Grant or any student loan shall be fully apprised of their rights and responsibilities regarding the grant or loan by the COLLEGE. DHP shall not require students to apply for financial aid to supplement tuition costs.

In order to provide DHP with sufficient time to modify its marketing literature, the COLLEGE will immediately advise DHP of its intent to modify course fees and will notify DHP immediately upon College Board of Trustees approval of course fee modifications.

21. EQUIPMENT OWNERSHIP

A. After completion of the initial Contract term (i.e. December 31, 2006) or upon the subsequent termination of this Contract, all equipment owned by DHP will be returned to DHP. All equipment donated to the COLLEGE and/or HCC foundation on behalf of DHP for the Advanced Municipal Water Treatment program, will transfer to DHP ownership for the sum of One Dollar (\$1.00), when DHP removes the equipment from the COLLEGE premises. Removal of equipment will be at DHP's expense.

- B. If the Contract shall be terminated prior to the initial Contract term by either party, the equipment owned by DHP will be returned to DHP and the equipment donated to the COLLEGE and/or HCC foundation on behalf of DHP for the Advanced Municipal Water Treatment program, will transfer to DHP ownership for the sum of One Dollar (\$1.00) when DHP removes the equipment from the COLLEGE premises. Removal of equipment will be at DHP's expense.

22. EFFECTIVE DATE

It is understood by DHP that the effective date of this Contract will be April 10, 2002. However, activity may not commence and no monetary obligations are incurred by DHP until this Contract is signed by the President of the COLLEGE.

23. CLOSING OUT THE CONTRACT

DHP shall include in its final invoice all outstanding claims under the terms of the Contract. A Release of Claims and Certification for Completion statement shall accompany the Final Invoice.

24. OTHER EXPENSES

DHP is entitled to reimbursement/payment for only those expenses specified in the Contract. The COLLEGE shall not be responsible for the payment of any taxes, permit fees, licenses, or other expenses required of DHP in its performance of this Contract. Neither is the COLLEGE responsible for any payment of any separate financial agreement or individual loan entered into between the student and DHP.

25. LOBBYING

DHP must sign a Certificate of Lobbying that prohibits attempts to influence any member of Congress, State or local legislator to favor or oppose any legislation or appropriation with respect to this Contract. The Certificate of lobbying will be provided by the COLLEGE and incorporated as Attachment 3.

26. FUNDING

Funding for this Contract shall be contingent upon sufficient appropriations to the COLLEGE to operate this program. The COLLEGE shall be the sole judge of what are "sufficient appropriations."

27. ENROLLMENT

The COLLEGE shall release official enrollment figures to DHP.

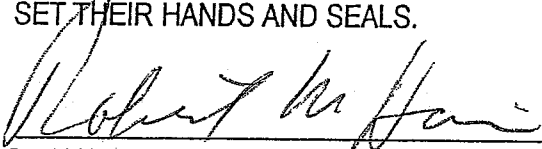
28. DRUG-FREE WORKPLACE REQUIREMENTS

DHP must sign the Certification Regarding Drug-Free Workplace Requirements, provided by the COLLEGE and incorporated as part of this agreement as Attachment 4.

29. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions, and this Contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.

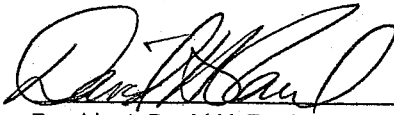
THE FOREGOING BEING CLEARLY UNDERSTOOD AND AGREED TO, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS.



David H. Paul, Inc. Authorized Representative

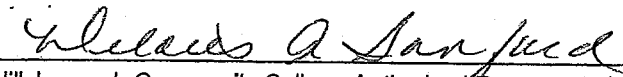
3-15-02
Date

Robert M. Harris, Controller
Authorized Representative Typed Name and Title



President, David H. Paul, Inc.

3/25/02
Date




Hillsborough Community College Authorized Representative

4/19/02
Date

Delores A. Sanford, Vice President for Administration/CFO

Authorized Representative Typed Name and Title

Dr. Gwendolyn W. Stephenson


President, Hillsborough Community College

April 17, 2002
Date

APPROVED AS TO FORM AND LEGALITY



COLLEGE ATTORNEY
HILLSBOROUGH COMMUNITY COLLEGE

Attachment 1:
AWT Curriculum

Attachment 2:
Schedule of Classes (2002-2003 Course Catalog)

Attachment 3:
Certificate of Lobbying

Attachment 4:
Certification Regarding Drug-free Workplace Requirements

Semester 1

AWT 140 Introduction to Water Treatment Systems (3 Credits)

This course is an introduction to the various sources of raw water, pretreatment, purification, and distribution. Water treatment safety is covered.

AWT 142 Plant Equipment (3 Credits)

This course covers basic hand tools, equipment, chemical injections, safety and troubleshooting of water treatment systems. Students will also gain an understanding of piping and instrumentation diagrams. Hands-on experience with pumps, valves, gauges and meters is provided.

AWT 144 Conventional and Pretreatment Water Technologies (3 Credits)

This course covers the technologies required to produce safe drinking water as well as the pretreated water required for advanced technologies.

Semester 2

AWT 151 Membrane Technologies (3 Credits)

This course covers the theory, process and equipment of common membrane water treatment systems.

AWT 153 Membrane Unit Monitoring and Troubleshooting (3 Credits)

This course covers the initial monitoring and troubleshooting skills required to effectively operate and maintain a membrane water treatment system.

AWT 155 Ion Exchange Technology (3 Credits)

This course covers the characteristics of feedwater contaminants and the fundamental principles of water purification using ion exchange technology.

Semester 3

AWT 240 Water Analysis and Monitoring (3 Credits)

This course covers the standard laboratory procedures and on-stream analysis for the measurement of silica, organic compounds, ions, particles, and microorganisms.

AWT 242 Pretreatment Troubleshooting (3 Credits)

This course covers the operation, monitoring, and troubleshooting of membrane pretreatment equipment including multimedia filters and activated carbon beds, as well as how to prevent the common scaling, fouling, and chemical attack problems which membrane units may experience.

AWT 244 Advanced Membrane Monitoring (3 Credits)

This course covers the advanced troubleshooting procedures and techniques required for identifying and correcting common membrane unit problems, including probing, profiling, element replacements, element autopsies, chemical cleaning, and using mathematical calculations and/or computer software programs for trend analysis.

Semester 4

AWT 251 High Purity Water Technologies (3 Credits)

This course covers the principles and operation of post ion-exchange equipment including ultraviolet irradiation units and final filters, as well as the minimization of dead legs and periodic disinfection of high purity water piping.

AWT 253 Advanced Troubleshooting of Plant Equipment (3 Credits)

This course covers the calibration of meters, programming PLCs, resin analysis, and other advanced troubleshooting techniques for pretreatment and advanced purification technologies.

AWT 255 Certification Review (3 Credits)

This course is a review of water plant operations and safe drinking water laws in preparation for state certification exams.

Hillsborough Community College
College Operational Calendar
2002-2003

DATE	EVENT
2002	
August 20 & 21	Faculty In-Service Days
August 22	Fall Term Regular Classes Begin
August 24	Fall Term Weekend College Classes Begin
August 31-September 2	HOLIDAY - Labor Day
October 18	All-College Day (Non-Class Day)
November 11	HOLIDAY - Veterans Day
November 28-December 1	Thanksgiving BREAK
December 7	Fall Term Weekend College Classes End
December 11	Fall Term Regular College Classes End
December 12 - January 1	Faculty BREAK
December 18 - January 1	WINTER BREAK - (Christmas Day - Holiday/ New Years' Day - Holiday)
2003	
January 2	College Resumes Regular Operation
January 2 & 3	Faculty In-Service Days
January 6	Spring Term Classes Begin
January 11	Spring Term Weekend College Classes Begin
January 20	HOLIDAY - Martin Luther King Day

College Operational Calendar
2002-2003
Page 2

DATE	EVENT
February 17	Washington's Birthday/President's Day (Brandon, Dale Mabry, Ybor City and DAO Campuses)
March 3	Strawberry Festival/Hillsborough County Fair (Plant City Campus Only)
March 10-16	MID-TERM BREAK
April 18-20	Spring BREAK (F.S. 683.01(h))
April 26	Spring Term Weekend College Classes End
May 2	Spring Term Regular Classes End
May 6	Graduation Exercises (Tentative)
May 6	Faculty In-Service Day
May 7	Summer Term I Regular Classes Begin
May 7	Summer Spanning Term Regular Classes Begin
May 10	Summer Spanning Term Weekend College Classes Begin
May 26	HOLIDAY - Memorial Day
June 24	Summer Term I Regular Classes End
June 25	Summer Term II Regular Classes Begin
July 4 - 6	HOLIDAY - Independence Day
August 9	Summer Spanning Term Weekend College Classes End
August 12	Summer Term II Regular Classes End
August 12	Summer Spanning Term Regular Classes End

CERTIFICATION REGARDING LOBBYING
FOR SUBCONTRACTS, GRANTS AND COOPERATIVE AGREEMENTS

By accepting this Contract, DHP hereby certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid, by or on behalf of the undersigned, to an person for influencing or attempting to influence an officer or employee of Congress or State Legislator or any employee thereof in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or State Legislator, an officer or employee thereof, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$ 100,000 for each such failure.


Authorized Signature

3/25/02
Date

David H. Paul, President
Typed Name & Title of Authorized Signature

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1978, 29 C.F.R. Part 98, Sections 93.305, 08.320 and subpart F.

In addition, this certification is a material representation of fact upon which reliance is placed when the agency determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

A. The prospective grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession of, and/or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy on maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A) (1);
4. Notifying the employee in the statement required by paragraph (1) above that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement, and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b), with respect to any employee, or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (b) Requiring such employee to participant satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

- B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place of performances (street, address, city, county, state, zip code):



Authorized Signature

PRESIDENT

Title

3/25/02

Date

DAVID H PAUL INC

Organization