

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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UNITED STATES OF AMERICA, :
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 Plaintiff, :
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 v. :
 :
 JOHNSON CONTROLS, INC., IAP WORLD :
 SERVICES, INC., and IAP :
 WORLDWIDE SERVICES, INC. :
 :
 Defendants. :
----- X

Civil Action No. 6:17-cv-1028-ORL-37DCI

CONSENT DECREE

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the U.S. Air Force (“USAF”), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607 (“CERCLA”), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at Cape Canaveral Air Force Station in Brevard County, Florida.

B. In response to the release or threatened release of hazardous substances at or from the Site, USAF undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future.

D. In performing response actions at the Site, USAF has incurred response costs and will incur additional response costs in the future.

E. The United States alleges that Johnson Controls, Inc. and/or IAP World Services, Inc. and/or IAP Worldwide Services, Inc. (collectively, “Settling Defendants,” and together with the United States, “the Parties”), are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for response costs incurred and to be incurred at the Site.

F. Reports of the USAF’s investigation of contamination at Cape Canaveral Air Force Station are contained in the Administrative Record, which is available at <http://afcec.publicadmin-record.us.af.mil/>, and includes the following documents: Phase I Records Search (Document No. 04722), Preliminary Assessment for Eastern Space and Missile Center Informal Technical Information Report (Document No. 04739), Preliminary Assessment No. 1 Technical Report (Document No. 04756), Preliminary Assessment No. 2 Technical Report (Document No. 04759), and Preliminary Assessment No. 3 and Field Sampling Strategy (Document No. 04784). These reports do not reveal information demonstrating contamination caused by the Settling Defendants at any area at Cape Canaveral Air Force Station other than the Site.

G. Settling Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint.

H. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have

to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or its appendices, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Consent Decree" shall mean this Consent Decree and Appendix A attached hereto. In the event of conflict between this Consent Decree and the Appendix, this Consent Decree shall control.

"Date of Lodging" shall mean the date upon which filing of this Consent Decree is recorded on the Court's docket.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the date upon which approval of this Consent Decree is recorded on the Court's docket.

"EPA" shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and Settling Defendants.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992, as amended by the Resource Conservation and Recovery Act, Pub. L. No. 94-580 (1976).

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendants” shall mean Johnson Controls, Inc., IAP World Services, Inc. and IAP Worldwide Services, Inc.

“Site” shall mean the following locations at Cape Canaveral Air Force Station in Brevard County, Florida, as generally shown on the map included in Appendix A, and shall include all areas to which contamination from the following locations has migrated via groundwater:

- a. land and facilities commonly known as Space Launch Complex 11—an area encompassing approximately 30 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 36, south of Space Launch Complex 12, approximately 1,000 feet west of the Atlantic Ocean, and 2.75 miles east of the Banana River, as generally shown on the map included in Appendix A.
- b. land and facilities commonly known as Space Launch Complex 12—an area encompassing approximately 30 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 11, south of Space Launch Complex 13, approximately 1,000 feet west of the Atlantic Ocean, and 2.75 miles east of the Banana River, as generally shown on the map included in Appendix A.
- c. land and facilities commonly known as Space Launch Complex 13—an area encompassing approximately 43 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 12, south of Space Launch Complex 14, approximately 1,000 feet west of the Atlantic Ocean, and 2.5 miles east of the Banana River, as generally shown on the map included in Appendix A.
- d. land and facilities commonly known as Space Launch Complex 15—an area encompassing approximately 32 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 14, south of Space Launch Complex 16, approximately 1,000 feet west of the Atlantic Ocean, and 2 miles east of the Banana River, as generally shown on the map included in Appendix A.

e. land and facilities commonly known as Space Launch Complex 16—an area encompassing approximately 35 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 15, south of Space Launch Complex 19, approximately 1,000 feet west of the Atlantic Ocean, and 1.75 miles east of the Banana River, as generally shown on the map included in Appendix A.

f. land and facilities commonly known as Space Launch Complex 17—an area encompassing approximately 61 acres located at Cape Canaveral Air Force Station on Lighthouse Road, due north of Space Launch Complex 26, south of Space Launch Complex 18, approximately 1.25 miles west of the Atlantic Ocean, and 1.75 miles east of the Banana River, as generally shown on the map included in Appendix A.

g. land and facilities commonly known as Space Launch Complex 19—an area encompassing approximately 23 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 16, south of Space Launch Complex 20, approximately 1,000 feet west of the Atlantic Ocean, and 1.75 miles east of the Banana River, as generally shown on the map included in Appendix A.

h. land and facilities commonly known as Space Launch Complex 37—an area encompassing approximately 130 acres located at Cape Canaveral Air Force Station on Samuel Phillips Parkway, approximately 0.5 miles northwest of Space Launch Complex 34, 1.75 miles southeast of Space Launch Complex 40, 500 feet west of the Atlantic Ocean, and 1.75 miles east of the Banana River, as generally shown on the map included in Appendix A.

i. land and facilities commonly known as Space Launch Complex 40—an area encompassing approximately 60 acres located at Cape Canaveral Air Force Station on Intercontinental Ballistic Missile Road, due north of Space Launch Complex 37, south of Space Launch Complex 41, approximately 3,000 feet west of the Atlantic Ocean, and .5 miles east of the Banana River, as generally shown on the map included in Appendix A.

j. land and facilities commonly known as Facility 38320, Pad-Mounted Transformer—an area encompassing approximately 7 acres located at Cape Canaveral Air Force Station on Samuel Phillips Parkway near the intersection with Beach Road, due west of and adjacent to Building 43400, east of Building 38315, approximately 0.5 miles southwest of Space Launch Complex 37, and 0.6 miles northwest of Space Launch Complex 34, as generally shown on the map included in Appendix A.

k. land and facilities commonly known as Facility 59921, Explosive Safe Area 60—an area encompassing approximately 2 acres located at Cape Canaveral Air Force Station on Titan III Road, just south of the ITL Causeway, immediately east of the Banana River, approximately 1.2 miles north of the Cape Canaveral Air Force Station Industrial Area, and 1.25 miles west of the Space Launch Complex 20, as generally shown on the map included in Appendix A.

l. land and facilities commonly known as Facility 1251, former Chemical Cleaning Lab—an area encompassing approximately 11 acres located at Cape Canaveral

Air Force Station, northwest of Pier Road, approximately 0.5 miles south of Space Launch Complex 31/32, 2.5 miles east of the Banana River, and 0.75 miles west of the Atlantic Ocean, as generally shown on the map included in Appendix A.

m. land and facilities commonly known as Facility 1381, Precision Clean Lab Acid Neutralization Pit—an area encompassing approximately 7 acres located at Cape Canaveral Air Force Station on Armory Road, due south of Facility 20185, approximately 0.5 miles north of the Cape Canaveral Air Force Station Skid Strip, 2 miles east of the Banana River, and 1.75 miles west of the Atlantic Ocean, as generally shown on the map included in Appendix A.

n. land and facilities commonly known as the Hangar K Area—an area encompassing approximately 17 acres located in the central portion of the Industrial Area at Cape Canaveral Air Force Station, south of Industry Road between Hangar Road and Samuel Phillips Parkway, approximately 0.5 miles east of the Banana River, and 2 miles west of the Atlantic Ocean, as generally shown on the map included in Appendix A.

“State” shall mean the State of Florida and each department, agency, and instrumentality thereof.

“United States” or “U.S.” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and USAF.

“USAF” or “Air Force” shall mean the U.S. Air Force and its successor departments, agencies, or instrumentalities.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants to make a cash payment to resolve their alleged civil liability with regard to the Site, including under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), or state law as provided in the Covenants by the United States in Section VIII, subject to the Reservations of Rights by United States in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. Payment by Settling Defendants for Response Costs. Within 30 days after the Effective Date, Settling Defendants shall pay to USAF the amount of \$3,180,000, and shall pay to EPA the amount of \$120,000.

a. Settling Defendants shall make payment by Fedwire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with instructions to be provided to Settling Defendants by the Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the Middle District of Florida, within 10 days after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

The names and addresses indicated on the signature page for each Settling Defendant.

Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to DOJ and USAF in accordance with Section XIII (Notices and Submissions).

6. Deposit of Payment. The total amount to be paid to USAF pursuant to Paragraph 5 shall be deposited by FLU in the Air Force Environmental Restoration Account, in accordance with 10 U.S.C. § 2703(e). The total amount to be paid to EPA pursuant to Paragraph 5 shall be deposited by FLU in the EPA Hazardous Substance Superfund.

7. Notice of Payment. At the time of payment, Settling Defendants shall send notice that payment has been made to DOJ, USAF, and EPA in accordance with Section XIII (Notices and Submissions).

VII. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If Settling Defendants fail to make any payment required by Paragraph 5 (Payment by Settling Defendants for Response Costs) by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 5 (Payment by Settling Defendants for Response Costs) are not paid by the required due date, Settling Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 8 (Interest on Late Payments), \$1,500.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by USAF. All payments to USAF under this Paragraph shall be identified as "stipulated penalties" and shall be made by Fedwire EFT to:

Bank Name:	TREAS NYC
Location:	New York, NY
Routing Number:	021030004
Beneficiary Name:	Air Force Environmental Restoration Account 570 3400 300 158F B74417 04 535 78008F 667100
Account Identification:	DFAS/0000006551
Case Information:	Johnson Controls, Inc., IAP World Services, Inc., & IAP Worldwide Services, Inc. Consent Decree Cape Canaveral Air Force Station, FL

Each payment shall reference the CDCS Number and DJ Number 90-11-3-10477/3.

c. At the time of payment, Settling Defendants shall send notice that payment has been made to USAF and DOJ in accordance with Section XIII (Notices and Submissions).

d. Penalties shall accrue as provided in this Paragraph regardless of whether USAF has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If Settling Defendants fail to meet their obligations under this Consent Decree and the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VIII. COVENANTS BY UNITED STATES

13. Covenants for Settling Defendants by United States. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), or state law with regard to the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants extend only to Settling Defendants, their officers, successors and assigns, and do not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Paragraph 13 (Covenants for Settling Defendants by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. criminal liability;

- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based on the ownership or operation of the Site by Settling Defendants when such ownership or operation commences after signature of this Consent Decree by Settling Defendants;
- e. liability based on Settling Defendants' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendants;
- f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant by Settling Defendants outside of the Site.

X. COVENANTS BY SETTLING DEFENDANTS

15. Covenants by Settling Defendants. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:
- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
 - b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Florida Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or
 - c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Site.
 - d. any and all claims against the United States arising under federal contracts between the United States and Settling Defendants, that might otherwise be available to Settling Defendants, in connection with any and all "matters addressed" in this Consent Decree, as defined in Paragraph 23, including, but not limited to equitable adjustment, expenses, attorney fees, compensatory damages, and exemplary damages.
16. Settling Defendants certify that no other action, suit or claim initiated by Settling Defendants and with respect to "matters addressed" in this Consent Decree, as defined in Paragraph 23, is pending against the United States in any other forum.
17. Except as provided in Paragraph 19 (claims against other PRPs) and Paragraph 25 (res judicata and other defenses), the covenants in this Section shall not apply in the event the United States, or with respect to a cause of action or order pursuant to Paragraph 14.c. (natural

resource damages) the State of Florida, brings a cause of action or issues an order pursuant to any of the reservations in Section IX (Reservations of Rights by United States), other than in Paragraph 14.a (liability for failure to meet a requirement of the Consent Decree) or 14.b (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action, response costs or natural resource damages that the United States (or the State of Florida pursuant to paragraph 14.c) is seeking pursuant to the applicable reservation.

18. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

19. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendants may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendants.

20. Covenant with Respect to Government Contracts.

a. The United States and Settling Defendants hereby agree that all direct or indirect costs or expenses incurred by the Settling Defendants in connection with the "matters addressed" in this Consent Decree, as defined in Paragraph 22, including the payment specified in Paragraph 5 and all related costs and expenses, including costs covered by 48 C.F.R. § 31.205-47, are expressly unallowable costs pursuant to 48 C.F.R. §§ 31.201, 42.709-1, 52.242-3, and related provisions for the purposes of federal contracts. Accordingly, Settling Defendants, on behalf of themselves, their subsidiaries, officers, directors, agents, employees, subcontractors and/or successors in interest, shall not seek or claim these costs as an allowable direct or indirect cost in any federal contract in which it is a party.

b. Settling Defendants hereby certify that they have not sought reimbursement of any of these costs in any completed or pending federal contract.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

21. Except as provided in Paragraph 19 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section X (Covenants by Settling Defendants), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

22. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Defendants have, as of the Effective Date, resolved their liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section IX (Reservations of Rights by United States), other than in Paragraph 14.a (liability for failure to meet a requirement of the Consent Decree) or 14.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

23. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved its liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

24. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify USAF and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify USAF and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Defendant shall notify USAF and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by the United States set forth in Section VIII.

XII. CERTIFICATION

26. Each Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents, and other information in electronic form) (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States and that it

has fully complied with any and all USAF requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B) and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIII. NOTICES AND SUBMISSIONS

27. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ by email: eescasemanagement.enrd@usdoj.gov

As to DOJ by mail: EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-10477/2

As to USAF by email: kent.i.scott-smith.civ@mail.mil

As to USAF by mail: Chief, Air Force Environmental Litigation Center
AFLOA/JACE
1500 W. Perimeter Road, Suite 1500
Joint Base Andrews Naval Air Facility Washington, MD 20762

As to Johnson Controls, Inc.: Executive Vice President and General Counsel
Johnson Controls, Inc.
5757 N. Green Bay Avenue
Milwaukee, WI 53209

As to IAP World Services, Inc. and IAP Worldwide Services, Inc.: IAP
Legal Department, General Counsel
7315 North Atlantic Avenue
Cape Canaveral, FL 32920

XIV. RETENTION OF JURISDICTION

28. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDIX

29. This Consent Decree and its Appendix constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The attached Appendix A is a map of the Site and is incorporated into this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

30. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

31. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation.

XVII. SIGNATORIES/SERVICE

32. Each undersigned representative of a Settling Defendant and the Associate Attorney General, U.S. Department of Justice, or his/her designee, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

33. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

34. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Each Settling Defendant agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

35. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, 2017.

United States District Judge

Signature Page for Consent Decree Regarding Cape Canaveral Air Force Station

FOR THE UNITED STATES OF AMERICA:

5/23/2017

Dated



Jeffrey H. Wood
Acting Assistant Attorney General
U.S. Department of Justice



Gabriel Allen
Trial Attorney
Lori Jonas
Senior Attorney
Trial Counsel
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
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Assistant United States Attorney
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Suite 3200
Tampa, FL 33602

Signature Page for Consent Decree Regarding Cape Canaveral Air Force Station

FOR THE UNITED STATES AIR FORCE:



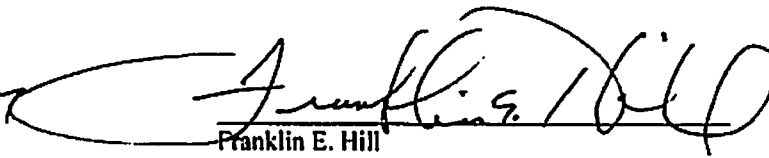
15 MARCH 2017

Dated

Lee A. Conesa
Acting Deputy Assistant Secretary of the Air Force
Environment, Safety, and Infrastructure

Signature Page for Consent Decree Regarding Cape Canaveral Air Force Station

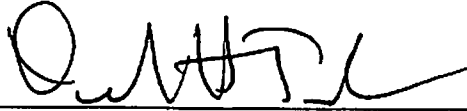
FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

4/11/2017
Dated 
Franklin E. Hill
Director, Superfund Division
Environmental Protection Agency, Region 4

Signature Page for Consent Decree Regarding Cape Canaveral Air Force Station

**FOR SETTLING DEFENDANT JOHNSON CONTROLS,
INC.:**

March 7, 2017
Dated



A handwritten signature in black ink, appearing to read 'D. H. Telman', is written over a horizontal line.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Deborah H. Telman

Title: Vice President & General Counsel, COE Leader

**Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209**

Signature Page for Consent Decree Regarding Cape Canaveral Air Force Station

**FOR SETTLING DEFENDANT IAP WORLD SERVICES,
INC.:**

February 23, 2017
Dated


Rochelle L. Cooper, Vice President & General Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William L. Pence, Esq.

Title: Partner

Address: Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, FL 32801-3432

Signature Page for Consent Decree Regarding Cape Canaveral Air Force Station

**FOR SETTLING DEFENDANT IAP WORLDWIDE
SERVICES, INC.:**

February 23, 2017
Dated


Rochelle L. Cooper, Sr. Vice President & General Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William L. Pence, Esq.

Title: Partner

Address: Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, FL 32801-3432

APPENDIX A – SITE MAP

